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The Solicitors' Journal.

LONDON, JANUARY 16, 1864.

THE LORD CHANCELLOR AND THE AUTHORIZED REPORTS.—The Lord Chancellor made some observations in the Court of Chancery on Wednesday last, from which it would appear that his Lordship is not disposed to sanction any scheme for reporting any decisions of the Courts officially, or under the direction of the judges. The following is the report of what led to the Lord Chancellor's observations:—

In *Re Wilcox*:—Mr. BARDSWELL was about to refer to the case of *Ex parte Matheson*, when he stated that it was not reported in the authorized reports.

The LORD CHANCELLOR thereupon remarked "I do not know what are the 'authorized' reports."

Mr. BARDSWELL.—I mean the reports which are understood to have the authority of the Court for their accuracy.

LORD CHANCELLOR.—I know of no such reports. I hope no reporter will ever be under the direction of the judge. What report is it?

Mr. BARDSWELL then quoted the case from the *Weekly Reporter*, vol. 10, p. 256.

LORD CHANCELLOR.—A very excellent publication.

SIR GEORGE GREY, in a letter addressed by Mr. Waddington, the Under-Secretary of the Home Department, to Mr. Evans, M.P., in reply to the memorial of the magistrates of the county of Derby, which was contained in our impression of last week, appeals to the provisions of the 3 & 4 Vict. c. 54, s. 1, as a vindication of the course which has been adopted in Townley's case. The letter is as follows:—

"To T. W. EVANS, ESQ., M.P., ALLESTREE HALL, DERBY.

"Whitehall, Jan 8, 1864.

"Sir,—I am directed by Secretary Sir George Grey to acknowledge the receipt of your letter of the 7th instant, transmitting a letter addressed to him by the magistrates of the county of Derby, whose signatures are attached to it.

"Sir George Grey has read that letter with the attention to which both the importance of the subject it refers to, and the persons from whom it proceeds, justly entitle it.

"In order to place the magistrates in full possession of the proceedings which have taken place with reference to the case of George Victor Townley, a copy of the correspondence between this office and the Lunacy Commissioners, together with two certificates of Townley's insanity received by the Secretary of State, and of the order for the removal of the prisoner to Bethlehem Hospital, under the provisions of the statute 3rd & 4th Vict. c. 54, s. 1, will be transmitted to you as soon as it can be prepared.

"The magistrates will learn from this correspondence that it was in consequence of information conveyed to the Secretary of State by the learned judge before whom the prisoner was tried, that, in his opinion, a further inquiry as to the sanity of the prisoner was necessary, that the Lunacy Commissioners were requested by the Secretary of State to undertake the inquiry. Sir George Grey feels that it was impossible to refuse an inquiry so recommended by the judge, and he is not aware that, under the circumstances of the case, he could have entrusted the inquiry to more able or responsible persons, or to persons likely to conduct it with greater impartiality and freedom from any pre-conceived opinion or doubtful theories. The commissioners' report is among the papers, which will be sent you with the least possible delay, but the Secretary of State was not called upon to decide, on that report alone, whether the sentence of the law ought to be executed or not, because, at the same time that he received it, he received also a certificate, dated the 27th of December, signed by three justices of the peace (one for the county, and two for the borough of Derby), and two medical men, stating, in the terms required by law, that they had examined and inquired into the mental state of the prisoner, and certifying that he was insane. This was followed by a certificate to the same effect, dated the 29th of December, and signed by two justices of the peace for the county of Derby (one of them being the same who had signed the former certificate), and the same two medical men. Copies of these certificates are also among the papers which will be sent to you. Upon these certificates, from four justices of the peace and two medical practitioners, the prisoner, in accordance with the construction which has been uniformly placed on the section of the Act before-mentioned, was ordered to be removed to Bethlehem Hospital, the capital sentence being respited, but not commuted.

"The magistrates in their letter of the 5th instant say, with reference to the inquiry made by two magistrates, aided by two medical men, that that inquiry did not, like all previous inquiries of the same kind, originate with the gaol authorities, but was promoted and conducted as a matter of professional business by Townley's legal adviser. Sir George Grey had no previous information that this was the case, nor could he be in any way responsible for any irregularity, if irregularity there was, in the proceedings. No person other than a magistrate could be admitted to examine the prisoner, or to inquire into his mental state, without the sanction of the visiting justices or of the Secretary of State; and as the visiting justices must therefore have been aware of the proceeding, and as no communication on the subject was received from them at the time, or has been received from them up to the present time by the Secretary of State, he could only presume that what was done was done with their knowledge and sanction. So far, however, as it concerned the steps to be taken by the Secretary of State, in conformity with the law or the receipt of such a certificate, it was immaterial how the inquiry originated, provided the certificate was in accordance with the provisions of the statute.

There is one other passage in the letter from the magistrates to which Sir George Grey thinks it right to refer. They say that the effect of the respite of Townley, and of his removal to a lunatic asylum, 'has been to cause much dissatisfaction, and to create a feeling, greatly to be lamented, that there is one law for the rich and another for the poor; that justice has been turned aside by the power of money; and that if Townley and his friends had been poor he would have been executed.' The magistrates may possess information as to the expenditure of money by Townley's friends, of which the Secretary of State has no knowledge; nor is he aware of the manner in which the magistrates believe such money to have been expended. But the most satisfactory proof which can be given that the course taken with regard to Townley is one which it required no expenditure of money to obtain, and which would have been equally taken had Townley and his friends been poor, is a reference to a similar case which occurred at the spring assizes, held at Newcastle-on-Tyne, in 1862, when a man named Clark, himself a poor man, and with no friends who were not also poor, and in whose defence no counsel even was retained, was convicted of wilful murder and sentenced to death. In that case, as in the case of Townley, the learned judge before whom Clark was tried, in reporting the case to the Secretary of State, expressed his opinion that the verdict was right, but called the attention of the Secretary of State to the evidence as to the unsound state of mind of the prisoner at the time of the trial, as having, to use his own words, 'so intensely important a bearing upon the question whether he ought to be executed.' In consequence of this representation from the judge, an inquiry as to the sanity of the prisoner was directed by the Secretary of State; and the result in that case, as in the present, was his removal to a lunatic asylum.

"Sir George Grey trusts that this statement will tend to remove the impression which the magistrates say exists, and which they appear to have shared, that a similar course, under similar circumstances, would not be adopted in the case of a poor man,

as in the case of one whose friends had the power of expending money in his behalf.—

"I am, Sir, your obedient servant,

"Signed "H. WADDINGTON."

The Act 3 & 4 Vict. c. 54, is not a creditable specimen of legislative expression. Indeed, considering the subject-matter, it is unquestionably discreditable as a specimen of Parliamentary draftmanship. Section 1 provides that if any person, under any sentence of death, transportation, &c., shall "appear to be insane, it shall be lawful for any two justices of the peace, of the county, city, borough, or place where such person is imprisoned, to inquire, with the aid of two physicians or surgeons, as to the insanity of such person; and, if it shall be duly certified by such justices, and such physicians or surgeons that such person is insane, *it shall be lawful for*" the Secretary of State to direct the removal of such surgeons to a lunatic asylum; where he is to remain until it shall be certified by two physicians, or surgeons, that he has become of sound mind, and thereupon the Secretary of State is authorised "if such person shall still remain subject to be continued in custody" to send him back to prison for the remainder of the "period of his imprisonment." It has been said, on behalf of Sir George Grey, that the words "it shall be lawful," as applied to the Home Secretary, are imperative, and that, once having obtained the certificate, he had no option but to send Townley to a lunatic asylum. We do not agree with this view. It appears to us to be inconsistent with the proper construction of the enactment. The words themselves, neither in point of language nor of law are imperative. Sir Fortunatus Dwarris, in his work on the Construction of the Statutes, p. 612, informs us that the words "it shall be lawful" are imperative where, and only where, public duty requires the thing to be done. The only other case, in which they would be open to the same construction, would be where a private individual would have a right to demand that a court or public officer should do, in favour of justice or equity, what, according to a statute, it was lawful for it or him thus to do. But, in the present case, not only the proper construction of the statute itself, but the obvious reason of the matter, shows that the words in question were intended to imply discretion in the Secretary of State, and not to make him the mere machine of the certifying magistrates and doctors. If these words are compulsory in the case of a Secretary of State, it would follow that, as the same words precede the power conferred upon the justices, that a justice of the peace of any county, city, borough, or place where the convict is imprisoned, could not refuse to make the inquiry as to his insanity, if any single justice were willing to join; and thus, in every case where there was the least pretence of insanity, favoured by a single magistrate, the friends of the prisoner could compel every justice in the county, in turn, to join in the inquiry. It is hardly necessary to argue that this was not the intention of the Act, nor, indeed, is it the fair construction of its language. The reasonable and natural construction of the enactment is unquestionably that the Home Secretary may exercise his own discretion upon receiving such a certificate as Sir George Grey received in Townley's case; but, after what has happened, it will of course be necessary to introduce a measure next session for removing the doubt which has arisen.

ANSWERS TO THE QUESTIONS put to candidates at the Final Examination, such as have been usually supplied hitherto by the various periodicals more or less devoted to this kind of work, do not generally furnish the most interesting or instructive reading to lawyers engaged in actual business; but we have received from articled clerks so many requests upon the subject, and such strong assurances of their desire that we should furnish them with this aid to their studies—however questionable we may deem its value to be—that we have yielded to their wishes in this respect, and intend to avail ourselves of the services of two gentlemen whose names will be known to the majority of articled clerks as prizemen of the Law Institution, and who have undertaken to supply immediately after the forthcoming examination, answers to the questions put to the candidates. We have no doubt that, whatever they do, will be characterised by accuracy and carefulness, as well as by a thorough appreciation of the wants of students.

THE FOLLOWING REQUISITION has been addressed to the president, vice-president, and council of the Incorporated Law Society of the United Kingdom:—We, the undersigned members of the Incorporated Law Society, request that you will call a special general meeting of the society for the purpose of considering whether it will be of public utility, and whether the social position of attorneys and solicitors and proctors will not be improved by the foundation and establishment of a Royal College of Attorneys; and, if the meeting so to be called shall be of that opinion, then to pass such resolutions as may to such meeting appear to be necessary to authorise the president and council of the society to consider the proper course to be adopted for procuring the foundation and establishment of a Royal College of Attorneys, and the necessary steps to be taken for obtaining the same, and also to authorise the president and council to take such proceedings as may to them appear expedient and proper for procuring a Royal Charter, or other authority, for the establishment of such College.

THE ENGLISH AND IRISH LAW AND CHANCERY COMMISSION met on Monday at the Four Courts, Dublin. Present, Right Hon. the Lord Justice of Appeal, Right Hon. the Lord Chief Justice of the Common Pleas, Right Hon. the Attorney-General, M.P.; the Solicitor-General; Richard J. T. Orpen, Esq.; and W. Neilson Hancock, LL.D., secretary.

MR. JOHN PAGET, of the Common Law Bar, has been appointed Metropolitan Police Magistrate, in the room of Mr. Combe, deceased. Mr. Paget has had considerable experience in criminal business at the Liverpool Sessions, and on the Northern Circuit. Mr. Woolrych will succeed Mr. Combe at the Southwark Police Court, and Mr. Paget will take Mr. Woolrych's place at the Thames Police Court.

A MEETING OF THE JUDGES appointed under the will of the late Dr. Swiney is summoned to be held on Wednesday, the 20th of January inst. (being the anniversary of his death), when the bequest under the will in favour of the "Author of the best published Treatise on Jurisprudence" will be adjudged. The meeting will take place at the house of the Society of Arts, Adelphi, at 5 o'clock p.m.

THE REPORT OF AN APPLICATION to the Court of Common Pleas in Ireland, to compel the Limerick and Waterford Railway Company to run trains on a Sunday, will be found elsewhere in our columns.

THE ALEXANDRA CASE.

On Monday last, being the first day of Hilary Term, judgment was delivered in the Court of Exchequer, discharging the rule *nisi* for a new trial, which had been obtained by the Crown in the case of *The Queen* v. *Sillim*. On that occasion the learned barons who delivered judgment were, as our readers are doubtless aware, equally divided in opinion, the Lord Chief Baron and Mr. Baron Bramwell being against, and Barons Channell and Pigott in favour of, the rule. We confess to feeling some surprise, not unmingled with disappointment, at the result, and we believe that most of our readers will have been similarly affected.

The defendants were prosecuted by criminal information, under the 7th section of the Foreign Enlistment Act (59 Geo. 3, c. 69). The information con-

tained upwards of ninety counts, but the gist of them all was, that the defendants had, in the words of the statute, "equipped, furnished, or fitted-out," the vessel in question with intent that she might be used in committing hostilities against a state at peace with this country—viz., the United States of America. The trial took place in the sittings after last Trinity Term, before the Lord Chief Baron. The material facts which then appeared cannot be more concisely or distinctly stated than as they appear in the judgment of Mr. Baron Pigott.

"The material facts," says his Lordship, "disclosed in evidence on the trial were, that the vessel, the *Alexandra*, was built by Messrs. Miller, who stated she was for Messrs. Fraser, Henholme, & Co., agents of the Southern Confederacy; that she was launched in March last, and, at the time of the seizure, on the 5th of April, the defendants' workmen were busily engaged in fitting her with stanchions for hammock-nettings. The masts were up and had lightning conductors on them. She *was provided with a cooking apparatus sufficient for* 150 *or* 200 *people*. Her build was apparently for a gunboat, with low bulwarks, over which pivot guns could play, and her hatches were too small for merchandise; in fact, she was not qualified for mercantile purposes. No evidence was offered for the defence."

Upon this evidence the Lord Chief Baron directed the jury, as he says himself, that a ship capable of being used for war might be made and sold, provided she did not leave a port of this country either armed, or furnished with an equipment of a warlike kind, so as to be in a position to commit hostilities immediately upon her leaving British territory; and he left it to the jury, upon that direction, to determine "whether there had been, on the part of the defendants, any intention that, in the port of Liverpool, or any other British port, the vessel in question should be equipped, furnished, fitted out, or armed with the intention of taking part in any contest." The jury found a verdict for the defendants.

The new trial was moved for on various grounds, but only two were pressed in argument or noticed in any of the judgments—viz., misdirection on the part of the judge, and that the verdict was against the evidence.

In our opinion, the rule ought to have been made absolute on both grounds; but, whatever difficulty or doubt there may be on the quesion of law, we are unable to understand the manner in which the jury, and those who agree with them on the question of fact, reconcile the verdict with the evidence which we have italicized. On this point the question is shortly: assuming that the equipment required by the Act is an equipment which, when completed, will be calculated only for warlike purposes, is the preparation, in a ship admittedly of warlike build, "quite unfitted for mercantile purposes," for the support of a crew utterly out of proportion to her size regarding her as engaged in any peaceful manner, evidence that her equipment is intended, when completed, to be warlike? Be it remembered that on the evidence it was beyond question that she had been built by order of the agents of the Confederate Government, and, therefore, if an intention of equipping her within the meaning of the Act could be made out, the intent that she should be employed in hostilities against the United States was undeniable. Now, *à priori*, it certainly appears to us that an equipment which can only be required for the use of a fighting crew (for the vessel's size and build negatived the idea of her being meant as a passenger ship,) is of itself, and without more, a warlike equipment, and sufficient, on any reading of the Act, to bring the defendants within its provisions. If this be not so, then there is no tangible distinction between the words "equip" and "arm" (which are clearly distinguished in the Act,) unless it be contended, indeed, that equipment means a complete preparation for her cruise, of which "armament" would form a necessary part; but this construction would involve the monstrous conclusion that a vessel might, with impunity, be built, armed, and fitted-out, as a vessel of war, provided only that at the time she left British waters, some one thing, easily obtainable, but necessary to her efficiency, were wanting; for example, that such a vessel, with her full compliment of men, guns, and shot, on board, but no powder, might safely be dispatched from the port of Liverpool, accompanied by a tug-boat carrying a cargo of gunpowder, to be put on board her as soon as she reached the high seas. This conclusion has been expressly disclaimed by the Lord Chief Baron, and therefore we are bound to believe that he did not so direct the jury, and that they, in finding a verdict from which this proposition necessarily follows, have disregarded alike his Lordship's direction and the plain result of the evidence.

But we are not left to *à priori* reasoning on the point. Questions exceedingly similar to the present have frequently arisen in prosecutions of vessels built, or supposed to have been built, for the slave trade; slavers, like ships of war, require accommodation for *a cargo of men*, and, therefore, anything leading to the conclusion that a ship was intended to carry an unusual number of men, has been considered to be evidence of the non-mercantile nature of the ships; and, accordingly, it has been invariably held by the slave courts, both British and American, that one of the *indicia* sufficient to stamp a vessel, otherwise suspected, as a slaver, was a cooking apparatus larger, or capable of being made larger, than requisite for the use of the crew of the vessel as a merchant vessel, and this explicitly on the ground that such an equipment could not be referred to any honest mercantile purpose. So far is this principle carried that, in the case of a vessel captured at sea on the suspicion of being actually employed in the slave trade, the finding of such a cooking apparatus amongst her equipments is expressly made *primâ facie* evidence of her guilt, and she is thereupon to be condemned as a slaver, "unless the master or owners shall furnish clear and incontrovertible evidence proving, to the satisfaction of the court, that at the time of her detention or capture the vessel was employed in a lawful undertaking, *and*, that such of the different articles above specified" (of which such cooking apparatus is one), "as were found on board at the time of detention, were indispensable for the lawful object of the voyage;" nay, further, if the master or owners do succeed in proving by affirmative evidence that the vessel was an innocent one, still the fact that such an apparatus was found on board her is expressly made to exclude all claims to compensation for her detention or capture (see 25 & 26 Vict. c. 40).

The very same argument, though, from the peculiarities of the two cases, not the same analogy, applies to the stanchions for hammock nettings. Hammock nettings are a necessary part of the equipment of a ship of war, but are utterly useless and unfit for a merchant vessel; and, although they might possibly be of advantage in a transport ship, the equipping of such a ship would be as much an offence against the Act, as that of a ship of war itself. And these stanchions could further seem effectually to displace the imaginary defence (which was not, however, attempted in fact,) that the vessel was intended as a passenger ship, for though such a ship would of course require a cooking apparatus for a greater number than an ordinary crew, her passengers would not sleep in hammocks, or, if they did, would not unsling them in the daytime and stow them away in the nettings. Neither can it be said that these were part of the "building" of the vessel, and as such not within the Act. Admitting, and we think it must be admitted, that it is not an offence against this Act to build a ship of war, if no part of her equipment be, or be intended to be, supplied in any British port, it must be evident that a ship is completely built, within the meaning of this distinction, so soon at latest as she is launched, and that anything done in the way of fitting

her up after launching, must belong to the operation of equipping, as distinguished from that of building.

There remains only, on this branch of the case, the objection, rather hinted at by Mr. Baron Channell than stated in argument, that this is a penal action; in which, according to the practice of the Court, no new trial is ever granted solely on the ground that the verdict is against the evidence.

But this, it seems to us, was a question for the Court to determine when the rule *nisi* was applied for. By granting the rule on that ground, the Court, in effect, determined that unless the defendants had something to urge to the contrary on the merits of the question, there was no technical rule preventing them from making the order; for, had there been, they would have been bound to refuse the rule in the first instance. It will be recollected that this rule was moved for at great length, and was the subject of grave discussion between the Attorney-General and the Court, so that it cannot be suggested that the question was passed over *per incuriam*.

On these grounds we cannot but entertain an opinion that, even supposing the direction of the Lord Chief Baron, as explained by himself, to have been right in point of law, still the verdict ought to have been for the Crown. There was evidence, uncontradicted and unexplained, of an equipment, such as could only be required for warlike purposes, supplied to a vessel so built (though that would not of itself have been sufficient) as to be solely fitted for a ship of war, and which admittedly belonged to persons who could only use her against a State with which we are at peace; and, further, the defendants were actively proceeding with this equipment when they were stopped by the seizure of the ship. If this be not evidence of an intention to equip, &c., in the words of the statute, then fitting up the steam rams now at Birkenhead in such a manner that (as is admitted) they could, "if so disposed," cut her Majesty's ship *Majestic* in two at her moorings, is not such an equipment; then nothing can be an equipment within the statute which leaves anything whatever further to be done or added to the vessel prior to the commencement of hostilities. But this is an interpretation which the judges unanimously disclaim.

The remaining question, whether the direction of the Lord Chief Baron was or not right in point of law—that is, whether it is or not necessary under the Act that the equipment should be of a distinctly warlike character,—is one of the highest difficulty and importance, and upon which we shall hereafter have some remarks to offer.

LLOYD'S BONDS.

The *Railway News* has made an announcement to the monetary world which is not unlikely to lead to considerable discussion, some day, among lawyers. It is said that a method has at length been discovered by which companies can indefinitely raise money, regardless of the extent of their borrowing powers; and the suggested mode has the recommendation, at least, of ingenuity.

The following extract from our railway contemporary contains a full account of the scheme:—

"A new form of railway security has recently been invented, to meet the cases of young companies struggling with monetary difficulties. We refer to the documents known as 'Lloyd's bonds,' so-called after the eminent railway counsel by whom the form of security is said to have been settled.

"Many companies have before now experienced the difficulty of raising funds enough to meet the claims of contractors during their period of construction. Possibly both loan and share powers have become exhausted; bankers have declined to make advances; and no funds of any kind have been available. Under such circumstances, directors can scarcely be expected to give their personal security; and hence the question has occurred, cannot the struggling company give the contractors some valid security other than shares or loans? Is it not practicable to issue some promise to pay or other document, in a legally binding form, under the common seal, which shall override every other security issued by the company, and place the holder thereof in the position of a judgment-creditor, if necessary?

"Such are the ordinary circumstances under which 'Lloyd's bonds' have been devised, and issued, usually in the following form:—

"'THE ..... RAILWAY COMPANY.

"'PROVISIONAL BOND OR OBLIGATION.

"'No £

"'The Railway Company do hereby acknowledge that they stand indebted to of in the sum of for works executed by the said for the said company, for the purpose of their railway, certified by the engineer of the said company. And the said company, for themselves, their successors, and assigns, hereby covenant with the said , his executors and administrators, to pay to him, his executors, administrators, or assigns, the said sum of upon the day of , one thousand eight hundred and , also interest thereon at the rate of per cent. per annum, from the date hereof until payment.

"'Given under the common seal of the said company the day of , in the year of our Lord one thousand eight hundred and } (L.S.)

"'REGISTERED.....

"'.....Secretary.'

"This form of security, though brief, is evidently drawn with great care and ingenuity. It is the acknowledgment, under the common seal, of money due 'for works executed for the purpose of the railway.' It is thus altogether different from an ordinary mortgage on debenture or bond, and may possibly entitle the owner or his assigns to take the precedence (and it is represented on 'Change that he does) over all other securities. This, however, is a question of law, which we do not pretend to be able to decide.

"In the earlier stages of railway making, while many of the companies were beset by pecuniary difficulties, they continued in the same way to dodge their respective Acts of Parliament by the issue of what were called 'loan notes.' For the purpose of putting a stop to this abuse a clause was introduced into 'The Railways Further Regulation Act, 1844,' declaring such notes to be illegal, and prohibiting their further issue. The clause (7 & 8 Vict. c. 85, s. 19) runs as follows:—

"'And, whereas many railway companies have borrowed money in a manner unauthorised by their acts of incorporation, or other Acts of Parliament relating to the said companies, upon the security of loan notes or other instruments purporting to give a security for the repayment of the principal sums borrowed at certain dates, and for the repayment of interest thereon in the meantime; and whereas such loan notes or other securities, issued otherwise than under the provisions of some Act or Acts of Parliament, have no legal validity, and it is expedient that the issue of such illegal securities should be stopped; but such loan notes or other securities having been issued and received in good faith as between the borrower and lender, and for the most part for the lawful purposes of the undertaking, and in ignorance of their legal invalidity, it is expedient to confirm such as have been already issued; be it enacted, that from and after the passing of this Act, any railway company issuing any loan note or other negotiable or assignable instrument purporting to bind the company as a legal security for money advanced to the said railway company, otherwise than under the provisions of some Act or Acts of Parliament authorising the said railway company to raise such money, and to issue such security, shall, for every such offence, forfeit to her Majesty a sum equal to the sum for which such loan note or other instrument purports to be such security.'

"It will be observed that the companies are expressly prohibited from issuing any negotiable or assignable instrument as security 'for money advanced,' though the ingenious lawyer will doubtless allege that this does not preclude them from issuing such an instrument in payment 'for works executed.' This is one of those nice points which will be determined very much according to the elasticity of the consciences of those who consider it. There are, however, cautious persons (though it is possible they may have been tempted by a high rate of interest), who have already invested largely in 'Lloyd's bonds,' and there are able lawyers to be found who declare that they will 'hold water.' We, nevertheless, think it clear that they are directly opposed to the spirit of the Act of 1844, as well as to the special Acts limiting the capitals of companies.

"If these bonds be good in point of law, railway directors would appear to hold in their hands the power of creating almost unlimited capital. It would even be possible for them,

besides creating and issuing all their share capital and all their loan capital, to defray the whole cost of making and stocking their lines by means of these bonds 'for works executed for the purpose of the railway.' It need scarcely be added that such could never have been the intention of Parliament. There is another question worthy of consideration—whether, in the event of the issue of these bonds being *ultra vires*, the directors, notwithstanding their common seal, are free from personal responsibility in authorising their issue."

A solicitor, writing to the *Times* in reference to the foregoing article, observes as follows:—

This statement conveys an unfounded view of the nature of the instruments referred to in it, and is otherwise calculated to create erroneous impressions. The bonds in question are simple acknowledgements, under the seal of the company, of a debt due to the contractor of the company for works executed, and covenants by the company to pay the amount of the debt so contracted. These instruments do not profess to be debentures, but simply covenant obligations of the company. The question of their validity as such, and of the authority to issue them, does not depend alone upon the high authority of the eminent counsel who is said to have been the author of them, but has been recognised in the recent case of *White* v. *The Carmarthen and Cardigan Railway Company*. In that case it was held that a company having constructed works at a cost greater than the funds in hand, and having applied to Parliament for power to raise the necessary further capital, was justified and authorised in issuing bonds in favour of its contractors in the terms of those referred to in the paragraph under notice. It is obvious that if by reason of the difficulty of raising money by call—debenture or otherwise—or by excess in the expenditure over the estimate for which capital was provided, it should be necessary to stop the works of a railway company, and to leave the contractor without recognition of obligation for works executed until the Act should have been obtained for raising further capital, or until the capital had been raised, great injury would result to the public and private interests affected by the undertaking. It is equally obvious that if the contractor is willing to continue and complete the works on receiving these obligations pending the arrangements for raising the further necessary funds, not only may great loss be averted, but the interests of all parties will be promoted by the arrangement.

The case of *White* v. *The Carmarthen and Cardigan Railway Company* is reported in the *Weekly Reporter* of the 21st of November last, vol. 12, p. 68, and a reference to it will show that the decision of the Vice-Chancellor in that case is not quite to the effect here mentioned. That case is certainly no justification of the systematic issue of any large number of such "securities." All that was there held was, that the issue of these bonds in contemplation of an Act for increasing the capital of the company was not necessarily illegal or a fraud upon its existing powers of borrowing. Vice-Chancellor Wood, however, in his judgment, expressly observed—"Some question might arise as to the issue of further bonds, and advantage being taken by the directors of this way of increasing their capital beyond their powers; but that was not before the Court upon the present occasion, and, upon the face of the bill, as it now stood, there was nothing alleged which necessarily amounted to a breach of their Act on the part of the directors." This is a plain intimation of his Honour's opinion that the question was one of motive and degree, and it certainly should be a caution to any one against accepting a decision in that case as amounting to a justification generally of the issue of such bonds, where they are not warranted by the borrowing powers of the company.

EQUITY.

Jurisdiction of Courts of Equity to Award Damages.—Sir H. Cairns' Act.

A short time ago we had occasion to remark upon the unsatisfactory result of the attempt to introduce equitable pleas at common law. We have also from time to time remarked on the equal want of success which attended the efforts of Sir Hugh Cairns and Mr. Rolt to extend the jurisdiction of the court of chancery, so as to enable it, when occasion required, to deal with questions arising in chancery suits, or relating to the subject matter of litigation in them, which the Court was previously compelled to send to common law—thus in some cases compelling the parties to carry on, at the same time, a double litigation; and, in others (where the relief sought was an injunction or specific performance) refusing them relief altogether, on the ground that their proper remedy was in damages at common law.

Sir Hugh Cairns' Act, which is called the Chancery Amendment Act, 1858, provides (section 2) that in all cases in which the court of chancery has jurisdiction to entertain an application for an injunction against a breach of any covenant, contract, or agreement, or against the commission or continuance of any wrongful act, or for the specific performance of any covenant, contract, or agreement, it shall be lawful for the same court to award damages to the party injured, either in addition to or in substitution for such injunction or specific performance, and such damages may be assessed in such manner as the Court shall direct.

Section 3 provides that the court of chancery may, if it think fit, cause the amount of such damages in any case to be assessed, or any question of fact arising in any suit or proceeding to be tried (by a special or common jury) before itself; and section 4 enacts that any question of fact, and any question as to the amount of damages which shall be so ordered to be tried by a jury before the Court itself, shall be reduced into writing in such form as the Court shall direct, and at the trial the jury shall be sworn to try the said question, and a true verdict to give thereon, according to the evidence; and upon every such trial the court of chancery shall have the same powers, jurisdiction, and authority as belong to any judge of any of the said superior Courts sitting at Nisi Prius. The Court has also power (section 5), if it think fit, to try the question without a jury; or (section 6) it may send the inquiry before a judge and jury at common law.

From these provisions, it will be seen that the Act not only modifies the *procedure* of the court of chancery, but materially extends its *jurisdiction*—at least the latter object seems as plainly within its scope as the former. The words of section 2, however—although no doubt intended to extend the jurisdiction, and lately so construed—are not very apt for that purpose; and they have naturally given rise to considerable hesitation in the minds of the judges who have been called upon to interpret them. Section 2 enables the Court to give damages "either in addition to, or in substitution for, such injunction or specific performance"—*i. e.*, in all cases in which it has jurisdiction to *entertain an application* for an injunction, or for specific performance. Now the main ground of the jurisdiction of the Court, in both these classes of cases, is the inadequacy of the remedy at law, and it was the most common observation, which fell from judges who refused the decree sought in them (where no such ground existed), that damages were a sufficient remedy, and, therefore, that no relief in equity was possible. Supposing this rule and ground of jurisdiction to remain in full force, notwithstanding the Act, it would seem to follow that, in every case where the Court, under section 2, *substituted* damages for an injunction, or for specific performance, it would award to the plaintiff, what, according to its own rule, was inappropriate relief, and could only be justified on the ground of its preventing a greater evil, namely, a transfer of the litigation, at the last moment, to a court of common law. It would, at all events, always (still arguing upon the same view of the enactment) be necessarily impossible, or, at least, most embarrassing for the plaintiff to show his right to such a decree. If damages might be taken fairly in substitution for the relief which he originally asked, and if the plaintiff could show that a decree in damages would be a proper decree,

then, according to the rule in question, he would prove that the Court had no jurisdiction originally, and, therefore, no *substitutionary* jurisdiction under the statute; for it must be borne in mind that this construction of the Act does not extend the jurisdiction of the Court a hairsbreadth beyond what it was before the Act was passed. The construction is, that although the Court can only decree an injunction or specific performance, where the remedy at law would be insufficient—and therefore could not do so when damages would be the proper remedy—yet the Legislature meant to enable the court of chancery to give a plaintiff an inappropriate remedy (and one, moreover, which is opposed to the fundamental grounds of its jurisdiction) in certain cases where, by such an order, a kind of rough justice might thus be secured. This of itself would indicate a sufficiently anomalous state of things; but more remains to be said. According to this construction, plaintiffs in these suits would be bound to show, first, that mere damages would be an injustice to them, and the decree of the Court must proceed upon such a hypothesis; and, then, either voluntarily or compulsorily, to accept something which, *ex hypothesi*, was inadequate; but, still worse, those who would have been willing from the first to pray for, and accept, and prove a good right to, what the Court thus, by its decree, finally awarded, would by so doing disentitle themselves to any such relief. If, for instance, a man prayed the specific performance of a contract, or for an injunction, at the same time alleging that he was willing to accept the sum of £1,000, in lieu thereof, as damages, and that this sum fairly represented the injury by the breach of the contract, or by the apprehended wrong, it is more than questionable whether, upon this view of the statute, the bill would not be demurrable; although it might have been safe from any such risk, if upon the face of it, and throughout the cause up to the hearing, the plaintiff insisted that damages would be an improper remedy, and then at the last moment—at the hearing of the cause, after he had proved that he ought not to be put off with damages—made no objection to accepting them in lieu of the relief which was fairly his proper due.

It is hardly necessary to say that, with such a construction of the Act, no very wide or beneficial results could be expected to flow from it. On the contrary, it would be likely to prove a dangerous lure and bait for those who had some colour of claim to invoke the special jurisdiction of the Court, but whose real object was to do so with the view only to avail themselves of its substitutionary jurisdiction under the Act. Any judge who put such a construction upon the Act, would be likely to prevent this use of the Court, and the result could not be expected to be satisfactory; but in the uncertainty which has prevailed until recently, practitioners have been a good deal deterred from availing themselves of the statutory provisions. Equity counsel have been as timid of availing themselves of Sir Hugh Cairns' Act as common law counsel are in resorting to the "equitable" provisions of the Common Law Procedure Act, 1854. Not unfrequently, however, cases arise in which the jurisdiction conferred by Sir Hugh Cairns' Act, enabling the court of chancery to give damages in *addition to* injunction or specific performance, may be exercised advantageously without raising any such question of construction upon the statute, as we have mentioned above. But the difficulty has arisen always in cases where a suit has been instituted, more or less obviously, for the purpose of obtaining the relief which the Court was enabled to give by its substitutionary, rather than its original jurisdiction.

We now proceed to give a summary of the reported cases touching the question under consideration. The Act came into operation on the 1st of November, 1858, and the first reported case on the subject is *Collins* v. *Stuteley*, 7 W. R. 710. In that case Sir J. Romilly, M.R., held that a plaintiff is not entitled to damages in equity for the non-performance of a contract, for which *primâ facie* he might have obtained a decree for specific performance, if he had not himself previously done an act which disentitled him to such decree. The principle of his Honour's decision is, that the plaintiff, having clearly disentitled himself to specific performance, could not use the court of chancery merely for the purpose of recovering damages, as to which there appeared some ground for saying that the plaintiff was entitled. There, however, on the face of the bill, the case was, no doubt, one in which the Court had "jurisdiction to entertain the application," since no demurrer was put in to it. It would therefore seem, according to this decision, that if, in the result of the evidence, the Court should, in its discretion, think, that by reason of the conduct of the plaintiff—*ex. gr.* acquiescence on his part—he is not entitled, according to the doctrine of the Court, to the peculiar relief prayed, the Court will not award him damages in substitution for such relief. After the decision in *Johnson* v. *Wyatt*, L. J. 12 W. R. 234, however, this proposition cannot be accepted as a correct view of the law.

The next case was *Rogers* v. *Challis*, 7 W. R. 710, before the same learned judge. It was a bold attempt to extend the jurisdiction of the Court under the provisions of the Act; and there the whole question might have been raised upon demurrer, but it was not. There the bill was filed for specific performance of a contract, to take a loan of £1,000, at £10 per cent. on the security of a bill of sale of the plate and linen at Webb's Hotel, Piccadilly, or, in the alternative, for damages under Sir Hugh Cairns' Act. The prayer for specific performance was obviously colourable. The case was one in which the Court could not, having regard to the current of authority, pretend to exercise its peculiar jurisdiction; and, if damages were given in such a case, it would involve the assumption of jurisdiction in all kinds of contracts, for the breach of which damages would be the proper remedy. The distinction between this case and *Collins* v. *Stuteley* is, that in the former there appeared to be originally, and was, in fact, upon the case made by the bill, jurisdiction in the Court to "entertain the application"—which, however, under the circumstances which came out in the evidence, it refused to exercise—while in *Rogers* v. *Challis*, upon the face of the bill there was no jurisdiction at all, except the assumption that the Act conferred it in every case where damages were a proper remedy.

The next case in which the question of *substituted* damages was raised was *Howe* v. *Hunt*, 31 Beav. 420. There a mortgagor had entered into a contract to grant a lease, which the mortgagee refused to ratify. The plaintiff, with whom the contract was entered into, took possession of the premises, and commenced making some alterations before he became aware of the mortgage. The bill prayed that the defendant (the mortgagor) might specifically perform his agreement, and for that purpose be decreed to redeem and exonerate the premises contracted to be demised from the mortgage secured thereon, and from all claims in respect thereof, and also prayed for damages. The defendant by his answer stated that he was unable to redeem the mortgage, and insisted that the plaintiff was not entitled to specific performance. This contention on the part of the defendant appears to have been well grounded, as no case can be cited to the effect that there could be a decree for specific performance, involving an order for redemption of the property which was the subject of the contract. Sir J. Romilly, M.R., however, in this case, gave the plaintiff the *substitutionary* relief, observing, however, that he had considerable doubt about the case. "My opinion," said his Honour, "certainly is, that Sir Hugh Cairns' Act, enabling this Court to give damages, was never meant simply to transfer the jurisdiction from a court of law into equity, and that when persons enter into a contract, and know that specific performance cannot be given, they can come into equity merely for the purpose of obtaining damages. For instance, when the purchaser knows that the vendor cannot make a good title to the property sold, it was not

intended that he should be enabled to file a bill merely to get the damages assessed under that Act. But in a *bonâ fide* case, where the Court, at the hearing, has thought that the contract could not be specifically performed, the Court is enabled, 'if it shall think fit, to award damages to the party injured.' I am disposed to think, that, if the plaintiff did not know, he had good reason for believing, that this Court could not give specific performance of this contract, and that if the mortgagees refused to join in the demise, he could do nothing but recover damages at law. But, considering the way in which the defendant entered into this contract, I am not disposed, in this instance, to send the case to law, and I will make an order to assess the damages sustained by the plaintiff, and I shall give no costs up to, and including the hearing; the plaintiff will get all subsequent costs. The reason why I do not dismiss the bill is, that it is a new case, and I do not think it right, under the peculiar circumstances of this case, to put the plaintiff to his action at law to recover the damages which he has substantiated."

This decision does not help us much towards arriving at any clear principle, and is a fair illustration of the uncertainty that has attended suits framed according to the suggestions of the statute. His Honour considered that its provisions applied only to cases where the Court originally had jurisdiction, and also that the case then before the Court was not properly within its jurisdiction, yet that, under the circumstances, damages might be awarded—a result which can hardly be regarded as satisfactory. But here again we ought to note the difference between a case like *Howe* v. *Hunt*, which belongs to the class of cases in which the jurisdiction of the Court is ordinarily exercised—although it may turn out in the particular case that there are some circumstances which would prevent its exercise—and the case of *Rogers* v. *Challis*, which belongs to a class of cases with which the Court has never affected to deal, and with which, therefore, it could not deal under the Act, except it were prepared to assume jurisdiction in all cases of contracts.

We now come to the case of *Wedmore* v. *The Mayor of Bristol*, 11 W. R. 136, which is an authority for the proposition that, even where an injunction is refused upon the ground that the Court has no power to grant it, yet, under the provisions of the Act, it may award damages. The bill prayed an injunction against the Corporation of Bristol to restrain them from raising the footway in front of the plaintiff's house. It appeared, however, that they were empowered to do so by Act of Parliament, "doing as little damage as may be," and making satisfaction for the same in the manner directed by the Act. It was, at least, doubtful, whether an injunction would lie, and the only question, was, as to the amount of damage which the plaintiff might sustain. Under these circumstances Vice-Chancellor Stuart, while refusing an injunction, directed an inquiry as to damages. "The words of the Act," said his Honour, "clearly apply to the power and jurisdiction of the Court, and not to the question whether or not the plaintiff had made out a case entitling him to an injunction. The words "in substitution for an injunction," plainly showed that the Legislature contemplated a case in which it might be a question whether an injunction or damages were the better remedy. The plaintiff had shown an injury for which he would be properly compensated by awarding damages." This is the first distinct authority of which we are aware, where it is laid down, that, although the Court refused the peculiar relief of an injunction, yet it had, under the Act, power to award damages by way of substitution for such relief. The case, however, was one in which *prima facie* it was proper to seek an injunction, and in which, perhaps, an injunction might have been granted if it were shown that the defendants were using the powers of their Act without complying with its provisions—without making satisfaction for the damage done, or doing more damage than there was occasion for; so that this decision still confines the rule relating to substituted damages to those cases where there was *prima facie* a right to ask for an injunction. The observations of the Vice-Chancellor, however, show the inclination of his Honour's mind towards a construction of the Act which would substantially enlarge the jurisdiction of courts of equity, and are entirely in accordance with the view of Lord Justice Turner in a subsequent case of *Johnson* v. *Wyatt*.

In *Johnson* v. *Wyatt*, 11 W. R. 852, on appeal, 12 W. R. 234, the bill was filed for an injunction to restrain interference with ancient lights, and, in the alternative for damages. Vice-Chancellor Wood dismissed it upon the ground of acquiescence on the part of the plaintiffs, observing, that "having failed to make out a case for the relief which the Court had jurisdiction to give, they could not now ask the Court for damages, but would be left to obtain at law the damages to which they might be properly entitled." On appeal, the Lords Justices were of opinion that his Honour's decision could not be supported on the ground of acquiescence, but that the plaintiff's case for an injunction failed, in consequence of the slight character of the interference complained of. If, therefore, the bill were simply for an injunction, and were it not for the provisions of the Act, it seems the plaintiff would have been left to his relief (if any) in a court of common law; but Lord Justice Turner, after an elaborate review of the evidence, concluding with his judgment that the plaintiff was not entitled to an injunction, was of opinion that it was necessary, notwithstanding, for the Court to to entertain the question of damages. "As to the question of damages," said his lordship, "upon the best consideration which I have been able to give to the Chancery Regulation Act, 1862, the 25 & 26 Vict. c. 42 (Mr. Rolt's Act), I am not satisfied that under the provisions of that Act we are absolutely bound to enter into this part of the case, for I much doubt whether the question as to the plaintiff's right to damages, ought to be considered as being, within the meaning of the Act, a question of law or fact, cognizable in a court of common law, on which the plaintiffs' right to relief in equity depends; but Sir Hugh Cairns' Act, the 21 & 22 Vict. c. 27, has, I think, given us jurisdiction to entertain this question of damages; and, having regard to the spirit and intention of the later Act (the Chancery Regulation Act), I think that, having this jurisdiction, we ought, under the circumstances of this case, to exercise it. I have, therefore, considered the question of damages, and looked into several cases at law upon the subject. Upon the authority of those cases, my opinion is, that the plaintiffs have not established a sufficient case to entitle them to any damages."

This, then, is the first case in which the point has been clearly raised, whether the Court has jurisdiction under the Act to award damages where it distinctly refuses an injunction? And this question is now determined in the affirmative. It need hardly be observed that the same principle governs equally in specific performance and injunctions, so that the decision in *Johnson* v. *Wyatt* may be taken as of general application in both classes of cases. There may be some danger, however, of accepting the rule without the limitations that are necessarily implied in it, and, although these qualifications have been but dimly suggested by some of the dicta of the learned judges to whom we have referred above, we shall endeavour—for the sake of giving this summary of case-law a practical direction—to state shortly what we conceive to be the law as it now stands, upon the question of the jurisdiction of the courts of equity under the Act to give damages *in substitution for* either an injunction or specific performance:—

I. There must be jurisdiction to "entertain the application" originally. In other words, the bill must show *prima facie* a case for injunction or specific performance: and there must not be merely a colourable attempt to found peculiar jurisdiction for the purpose of getting *substituted* relief. For instance, it would not do to ask for the specific performance of a contract for the sale and

delivery of a hundred bushels of ordinary wheat, or for damages in lieu thereof; for the Court has no jurisdiction to entertain such an application.

II. But if, upon the face of the bill—assuming it not to be colourable—the Court has jurisdiction to entertain the application, then the fact that, upon the whole of the evidence at the hearing, the Court may, in its discretion be unwilling to exercise it, does not involve the disability to afford the substitutionary relief. For instance, where a mandatory injunction was prayed, and the bill showed a fair case for it, but the Court, at the hearing, considered, upon the balance of convenience, or by reason of some delay or laches on the part of the plaintiff, that it ought not to be granted, the Court would, nevertheless, have jurisdiction to give damages in lieu of such injunction; although, in the absence of this power, the Court might have refused it even with costs.

III. The course adopted by the Lords Justices in *Johnson* v. *Wyatt* removes one great embarrassment and source of uncertainty as to those cases in which the right to an injunction may be supposed to depend upon the *degree* of injury apprehended. It is now settled that although the smallness of the degree may be such as not to entitle the plaintiff to an injunction, yet the Court will itself consider the question of damages—of course, directing an inquiry where that mode of ascertainment seems desirable.

We have yet to notice the cases where damages were awarded or sought, in addition to the peculiar relief.

The first case under this head is *Soames* v. *Edge*, 1 John. 669. There the plaintiff agreed to grant a lease to the defendant, when, and as so soon as, the defendant should have built a new house on the land; and he agreed to accept such lease when required, and by a certain day to pull down an old house then standing on the land, and to build a new one on the site. The bill prayed specific performance, or else that "the defendant might be ordered to pay to the plaintiff, either in addition to, or substitution for, any such relief, such damages as, under the circumstances, the Court should think fit to award to the plaintiff, by reason of the non-performance by the defendant of the agreement." A demurrer was put in and argued, upon the ground that the terms of the building-contract was too indefinite to support a decree for specific performance, and, therefore, that the Act was not applicable. Vice-Chancellor Wood, in his judgment, considering the contract as divisible substantially into two parts, one relating to the building of the house, and the other to the granting of the lease, held that, although there would be great difficulty in decreeing specific performance of the former part, yet there was none as to the latter; and that, therefore, the plaintiff, upon waiving the condition relating to the building of the new house before the granting of the lease, could have a decree for the specific performance of so much of the agreement, and was entitled in addition, to damages for the breach of the other part of the agreement, which the Court was unable to enforce specifically.

A similar question was raised in *Norris* v. *Jackson*, 1 J. & H. 319; which is distinguished from *Soames* v. *Edge*, so far as the point now under consideration is concerned, upon the ground that as there could not be a decree for specific performance of any part of the contract, the Act did not apply.

In *Samuda* v. *Lawford*, 8 Jur. N. S. 739, Vice-Chancellor Stuart decreed specific performance of an agreement, *and in addition* directed an inquiry as to damages. There the plaintiff had agreed to take a house for three years, and the defendant agreed to put and keep it in decorative repair. The plaintiff entered into possession, but alleged a breach of the agreement as to the repairs. "In addition," said his Honour, "to the power of the Court to decree specific performance, the Legislature had said that the Court might award damages," and accordingly an inquiry on this point was directed.

Cory v. *The Thames Iron Company*, 11 W. R. 589, was a suit for specific performance of a contract, and damage for delay and non-performance. Before the suit was brought to a hearing, the defendants had performed the agreement in point of fact, but not of time; and in that case Vice-Chancellor Wood considered that the Court was not ousted of its jurisdiction under the Act, to award damages. "It was quite true," said his Honour, "that the relief in damages was consequential, but a defendant could not be allowed to have it at his option, by performing the equitable portion of relief, to deprive a plaintiff of the consequential relief conferred by statute, or turn him over to a court of law for completion of his remedy. Such a course would quite frustrate the purpose of the Act, without really being of any benefit to either plaintiff or defendant." This case was one in which the defendant had, by performance of the contract, rendered the suit so far nugatory.

De Brassac v. *Martyn*, 11 W. R. 1020, is the converse case. There the plaintiff sought for specific performance of an agreement to let a house in Thurlow-square for a short period—less than a year. Before the suit came to a hearing the term expired, and, therefore, a decree for specific performance was impossible. Under these circumstances, the only question was, whether the plaintiff was, under the Act, entitled to damages? Vice-Chancellor Wood was of opinion, and made a declaration, that, at the time of filing the bill, the plaintiff was entitled to a decree for specific performance; but his Honour considered that, although the plaintiff was entitled to this declaration, yet, as he had, by his neglect in applying to have the cause advanced so that it might be heard before the term expired, put it out of the power of the Court to make such a decree, he was not entitled to an inquiry as to damages.

The jurisdiction of the Court to award damages is, as we have seen, expressly conferred in every case where it has jurisdiction to decree an injunction or specific performance. It is, therefore, worth the consideration of equity pleaders, whether it is ever necessary, or, indeed, desirable, to pray expressly for such relief. If the prayer be for it in *substitution* for the peculiar relief sought, it raises some suspicion that the latter is not the real object of the plaintiff; and, moreover, the Act unquestionably gives the Court, if it think fit, power to award damages at the hearing, if, indeed, it has jurisdiction in the case. If it has not, then the prayer for substituted damages would not mend the matter; and, therefore, in either view, it would seem to be unadvisable, or at least unnecessary. It may be otherwise, however, where the object of the plaintiff is, as in *Soames* v. *Edge*, to get damages as an *addition* to the peculiar relief. The statement of the case contained in the bill may show such a right, and therefore make it advisable to shape the prayer for relief accordingly. It does not follow because the Court grants the peculiar relief, and may have reason to suspect, as a mere possibility, that the plaintiff has suffered some damage, that therefore a speculative inquiry should be directed as to the fact; so that it is prudent for a plaintiff, honestly seeking such relief, to disclose his real object, and raise the true issues from the first.

In *Needham* v. *Oxley*, 11 W. R. 852, Vice-Chancellor Wood directed certain issues relating to a patent to be tried before himself with a jury. After the jury had found for the plaintiff on all the issues, he asked for an inquiry as to damages under the Act, but his Honour held that, when a plaintiff neglects to ask for damages until a jury trying the issues has given its verdict and been dismissed, the Court will not direct an inquiry as to damages, but will exercise its option by directing an account.

The following propositions are submitted as the result of the cases, or as suggestions of the true meaning of the Act on the question of damages, *in addition to* the peculiar relief:—

I. Where the Court cannot, according to its rules, decree the specific performance of the contract in its

entirety, or, rather, in all its items, it may eliminate the items in respect of which performance is impossible, and award damages in respect of them, decreeing the performance of the remainder of the contract.

II. Where the Court can decree specific performance, it may also, in addition, award damages caused to the plaintiff by the defendant's non-performance.

III. In injunction cases it may restrain future wrongs, or even the continuance of past wrongs, or when the wrong consists of several items, may award damages in respect of some, and restrain others, as the balance of convenience between the parties may seem to require.

REAL PROPERTY LAW.

BUILDING-LAND COVENANTS—DAMAGES.

Eastwood v. *Lever*, L. J., 12 W. R. 195.

When land is divided into plots, and laid out for building in streets or otherwise, according to a plan, and under common regulations affecting the enjoyment of all or a considerable number of the plots—for instance, in the case of any one of the numerous building societies—a difficulty is experienced in making such regulations enforceable at law. Assuming that a covenant made by P., a purchaser in fee of a plot, with V., his vendor, to build in a particular manner, and extending expressly to the assigns on each side would run with the land, yet it is clear that P. could take no advantage at law of a like covenant entered into with V. by R., a subsequent purchaser of another plot, although P. would be bound to R. P., and every purchaser, in order that he might be furnished with the means at law of securing the intended enjoyment of his plot, must procure a deed of covenant, to be executed to him by every other purchaser. But if this costly proceeding were accomplished, would the covenants really run with the land? Would P.'s assigns, though named, be bound to or have the benefit of the obligation of the other purchasers, and the assigns of the other purchasers? The point has often come before courts of equity, as in the well-known case of *The Duke of Bedford* v. *The British Museum Trustees*, 2 Myl. & K, 552, respecting the additions which, contrary to a covenant not to build, were raised, about 1820, to the Museum for the reception of the Elgin marbles; in *Tulk* v. *Moxhay*, 2 Ph. 774, concerning an attempt made to build in the enclosed ground of Leicester-square, by persons bound by covenant to preserve it as a garden, and in other cases, which will be found collected in a note at page 596 of the last edition of the Vendors and Purchasers; but the point of running with the land has never been decided in the case of a covenant by an owner in fee. The decisions have turned upon notice of the covenant. As there is no privity of estate between the covenantor and the covenantee, the principle of the statute of *Quia Emptores* would be against the proposition. Lord St. Leonards, speaking of such a covenant, uses the language, "although it may not run with the land at law."

With the view of leaving legal difficulties aside, and giving an equitable remedy to buyers of plots of building land, the Liverpool Benefit Building Society, in the present case, on a sale by them of their Prescot-lane estate, conveyed it to trustees, who executed to the several purchasers conveyances made out on printed forms (a practice which we would have those assailants note who frighten the public with conveyancing expense, by instancing small purchases), which printed forms contained the same provisions and covenants by every purchaser with the trustees, restricting him as to the mode of building, and the size and shape of the houses to be built, and as to the trades and businesses to be carried on upon the premises, and provided that the ground-plans and elevations should be approved by the trustees' surveyor; and it was provided that the covenantees should be trustees of the covenants for the benefit of all persons claiming under conveyances by the trustees. Under this arrangement, the plaintiff purchased four plots in a street called Fairfield-street, which ran at right angles to the turnpike road. The defendant purchased from the society and their purchasers, on the opposite side of the street, twelve plots, extending from the turnpike road to a point beyond the plaintiff's house, and built on them a large hotel, with its side and appurtenances in Fairfield-street, so that the plot opposite the plaintiff's house was occupied by the stables, with a brick manure midden. Of this, as being not "ornamental," but apt to become a nuisance, and being not in accordance with the building-plans, the plaintiff complained, and he prayed an injunction accordingly. Neither the trustees, nor any of the other purchasers from them, were made parties to the suit. Notwithstanding their absence, and a defence on the ground, chiefly, of *laches* and acquiescence, the Vice-Chancellor of the county palatine of Lancaster granted the injunction.

In the *laches* and acquiescence there was nothing peculiar to the case; but it may be a useful caution to solicitors to notice the opinion of Turner, L. J., that a declaration, made by the plaintiff before the building of the hotel was begun, that he would stand on his strict rights, was no justification for sleeping on them while it was being built, and until the stables were roofed. Nor would the Lord Justice impute to the plaintiff ignorance, when the hotel itself was being begun, that stables would be required, which was also the view of Knight Bruce, L. J. As the stables were not complained of by the bill, and the evidence showed that the intention to build the midden, which was the grievance, had been abandoned, Turner, L.J., did not think that there was anything to call for the interference of the Court, unless the plaintiff could insist that nothing should be built between the stables and the street—a right which the plaintiff seems to have lost, by acquiescing in the building of the hotel. Acquiescence, therefore, in raising a main building will, in spite of a general protest at the commencement of it, be regarded as extending to the appurtenances; which accords with the principle of the *British Museum case*. But such acquiescence must not be confounded with the breach of duty on the part of the trustees, in allowing the building of the hotel to proceed; for Turner, L.J , thought that the breach would not displace the equity of the plaintiff by force of the defendant's covenant.

In relation to building land, it is of more importance to notice the defect of parties in the suit. The interposition of a trustee of each purchaser's covenant, for the benefit of all the other purchasers and parties claiming under them, must not be regarded in its effect, whatever it may be in intention, as a merely formal contrivance for enabling one purchaser to sue another in equity. As the present suit was framed, Knight Bruce, L.J., thought that the cause should have been directed to stand over for amendment by adding the trustees and representatives of the other *cestui que trusts* as parties, or, in the alternative, that the bill should have been dismissed for want of equity. In such a case, therefore, as the present, a purchaser, as *cestui que trust* of another purchaser's covenant, does not acquire an independent equity against him. The relief must be sought in the nature of a suit by which the trust of the covenant is to be carried into execution for the benefit of all the *cestui qui trusts*—that is, the other purchasers. There is still, therefore, some inconvenience in equity, as well as at law, in redressing what is substantially the complaint of one particular purchaser against another particular purchaser. In this state of things, some statutory remedy seems to be required. Burdens, by contract, on land are, it is true theoretically, a hindrance to enjoyment and traffic. But, practically, the use of land in plots, according to a building-plan, imposes obligations not contemplated, either in kind or in manner, by the common law.

Although on the merits the suit failed as to the injunction prayed, yet, the palatine court of chancery having, like the high court, by Sir Hugh Cairns' Act (21 & 22

Vict. c. 27), in every case within its jurisdiction to entertain an application for an injunction against a wrongful act, power to award damages to the party injured, either in addition to or in substitution for an injunction —which power is not confined to cases for damages at law—the appeal court sent the cause back to the palatine court, that it might stand over, with liberty to amend by adding parties, and be prosecuted in respect of damages. A suit may, therefore, thus become a suit for damages only; at least, amendment is allowed to a bill ineffectual for any object, with a view to make it effectual for that sole object. It is observable that the terms of the Act do not confine its application to suits for injunction, but extend to every case where the Court has jurisdiction to "entertain an application for an injunction;" and, further, that damages may be awarded "in substitution" for an injunction. We are not aware whether a suit merely for damages has been attempted; but there must be many cases like the present, where a prayer for injunction would serve as little more than a cover under which to obtain damages. If so, it is better that the cover should be omitted, and the bill be framed for damages as its substantive object.

Wilkinson v. *Rogers* (*Ante* p. 145).

On appeal, the order made by the Master of the Rolls for an injunction restraining the tenant under Rogers from using the demised house as a coal-office, the covenant being to use it as a dwelling-house, subject to defeasance if either of the adjoining houses were converted into a shop, has this week been discharged by the Lords Justices, on the ground of the use of the adjoining houses —on the one side by the dentist, and on the other by the photographer.

PARISH LAW.

HIGHWAY—LIABILITY TO REPAIR.

Robbins v. *Jones*, C. P., 12 W. R. 248.

It was decided in *Fisher* v. *Prowse*, 2 B. & S. 770, that the public, when adopting a highway, must take it *in statu quo*, and that no obligation is imposed upon the dedicator to remove dangerous projections, or the like. A different rule of law would be very harsh in its operation; for, as the owner of the bank of a canal might give the public a right of way, by continual user of the bank, it would be oppressive to require him, afterwards, to keep the bank of the canal in repair. In fact, it is a general rule of rights of way, and other easements, that the grantee, and not the grantor, is the person liable to maintain in repair the subject of the easement. This rule is construed very favourably to reversioners, *ex gr.* the occupier alone is liable for an accident happening on a private path. In the present case, a row of houses stood distant a few feet from a raised causeway, the centre of which was a carriage road; the sides being foot pavements. Both the carriage and foot roads were repaired by the parish. Between the foot road and the houses, there was a line of flagstones and gratings, dedicated to the public. These having become out of repair, A. fell through one of the gratings, and was killed. In an action, brought by A.'s administrator, under Lord Campbell's Act, against the lessee of the houses, the Court held that the flagstones and grating were part of the highway, and, consequently, that it was the parish, and not the occupier, that was liable. The case is very interesting, as settling a point that appears to have been open to doubt. The judgment of the Court seems to have been founded upon the fact that the gratings were not open cellar-flaps. With respect to these, it follows that the occupier is bound to maintain them in repair. It was held, in the case of *Rose* v. *Pedley*, 1 A. & E. 822, that if the owner of land erects a structure, which is, or is likely to become, a nuisance, or if he let on lease a structure, which requires particular care to prevent it from becoming a nuisance, and the nuisance arises, he is liable for any accident occasioned thereby. This decision, therefore, suggests the question, whether the judge before whom the present action was tried, should not have directed the jury to determine whether the gratings were in a state of repair when they were dedicated to the public; for no one can dedicate a nuisance. The decision however, is, at all events, to be highly commended in respect of its policy. For the parish, and not the occupier, is obviously the more suitable party to attend to the repair of a highway, in every case in which the liability of the occupier is doubtful.

COURTS.

COURT OF QUEEN'S BENCH.

Jan. 11.—Mr. Justice Shee entered the Court in the course of the morning, the whole of the judges and counsel standing and bowing to the learned judge. The oaths of allegiance and supremacy, and also the declaration of abjuration (specially framed by insertion of the words, "I swear that it is not an article of my religious belief"), and also the oath that he would do no act by virtue of his office of judge of the Court of Queen's Bench to weaken or subvert the Protestant religion as by law established, were administered by Mr. Norton, one of the Masters of the court. The learned judge having subscribed the roll, shook hands with the Lord Chief Justice and Mr. Justice Crompton, and, having bowed to the judges and the bar, he retired from the Court.

COURT OF QUEEN'S BENCH.

(Sittings in Banco, before the LORD CHIEF JUSTICE, Mr. Justice CROMPTON, Mr. Justice BLACKBURN and Mr. Justice MELLOR.)

Jan. 13.—*Harrington* v. *Binns*.—This was one of the last cases tried by Mr. Justice Wightman. It was an action against a well-known London attorney by a person who had employed him to sue one Marks in an action for breach of promise of marriage, and for whom he had recovered judgment, for improperly neglecting to issue execution on the judgment. The jury in the original action gave the plaintiff £100 damages, and she was very anxious to have execution speedily issued, and again and again saw her attorney, Mr. Binns, about it. He, however, said he did not know that it would be judicious to issue execution, and asked her to furnish him with £25 to pay counsel's fees. She stated that she had distinctly told him she had no money when she originally retained him; and, moreover, the learned judge was of opinion that the attorney had not a right to demand bygone expenses, and, at all events, not the sum he had required, as it did not appear that as much as £25 had been paid to counsel, and it would only cost £2 or £3 to sign judgment and issue execution. And the learned judge further ruled that *primâ facie* it was the duty of an attorney to take steps to realize a judgment. The case, therefore, turned upon whether there was, under the circumstances, any improper neglect in not issuing execution. On that point the evidence for the plaintiff was little more than her own,—that the defendant Marks was apparently carrying on a business. On the part of the defendant, evidence was given to show that from inquiries made it was rather to be supposed that Marks had really no goods on which to levy (there being little or nothing in the shop), and that, from what he had said, he would very likely, if arrested, go through the Insolvent Court. It appeared that Binns had seen Marks once or twice, who, it was said, assured him that he was insolvent, and could not pay at once, though he might by small instalments. Marks was not, however, called as a witness at the trial of this case. On the whole, the learned judge seemed to think that there was little or no evidence of negligence, and reserved leave to move on that ground. He, however, left it to the jury how much, if anything, the plaintiff had lost by execution not having issued: and the jury gave a verdict for the plaintiff —damages £100. Mr. Serjeant Shee, last term, obtained a rule, on the part of the attorney, to set aside the verdict or to reduce the damages, on the ground that there was no evidence of negligence.

The COURT thought it was a question for the jury, but that upon the evidence as it stood the damages were too great. How it might have appeared had Marks been called as a witness, or if the question of his sufficiency had been more distinctly put to the jury, was doubtful, and it might be that he was "good for the whole amount," but the case had better be carried to a new trial in order to ascertain more clearly how that was.

COURT OF PROBATE, AND COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

Owing to an accident, Sir James Wilde was prevented sitting in chambers or in court on Tuesday the 12th instant.

The summonses and motions which were fixed for that day will, should the judge be able to sit, be taken to day (the 16th).

The probate cases, without juries, will be taken on Friday the 22nd.

COURT OF BANKRUPTCY.

Jan. 12.—Mr. Commissioner Evans, who was the senior commissioner at the time of his retirement, about two years ago, died on Tuesday at his residence, near Hampstead. Mr. Evans was brother of the late George Evans, Esq., of Portrane, formerly M.P. for the county of Dublin. His pension of £1,330 a-year (two-thirds of the salary) ceases with his death. He died possessed of a large fortune, and childless. No vacancy in the London commissioners can be filled up until the number "be reduced to less than three" (23 & 24 Vict. c. 147, s. 2). Mr. Evans had been thirty years a commissioner, ever since the establishment of this court, and was appointed by Lord Brougham when Lord Chancellor.

MANSION HOUSE POLICE COURT.

Jan. 13.—Mr. George Edward Mead, solicitor, of 118, Jermyn-street, and Mr. Henry Benjamin Kent, of 5, Gloucester-road, South Kensington, came before the Lord Mayor on a summons, charging them with an assault.

Mr. *Metcalfe* was counsel for the prosecution; and Mr. *Collins* for the defence.

The complainant was Mr. Hugh Alexander Mardon, and, being called as a witness, he said—I am a solicitor just commencing practice at 35, Mark-lane. I was admitted in October, and therefore my name cannot yet appear in the *Law List*. My father has practised as a solicitor in this city for more than twenty years, in partnership with Mr. Pritchard, now deceased. On the 29th of December last a Mrs. Watts came to me for advice, and gave me certain instructions, in consequence of which I communicated with Messrs. Burchell, the under sheriffs, and also with the execution creditor. Afterwards, about the 31st of December, Mrs. Watts brought me a deed, and I advised her as to her rights under it. I served a notice upon the defendant Mead, who represented the execution creditor in an action *Morley* v. *Watts*. I also served other notices on parties. Mr. Mead called at my office on Friday, the 8th of January, accompanied by Mr. Kent, the other defendant, neither of whom I had ever seen before. It was between two and three in the day, and I was in my office alone. Mr. Mead introduced himself by name, and said he was attorney in the action *Morley* v. *Watts*. I requested them to be seated, and Mr. Mead asked me if I had the deed of settlement in the case, adding that he wanted to compare it with the notice I had served. I handed him the deed which Mrs. Watts had left with me, and he began to read it, the defendant Kent sitting near him, and I sitting behind a desk facing them both. Mr. Kent asked for whom I acted. I replied for Mr. Sharp, a brother of Mrs. Watts, and that there was nothing extraordinary in a relative being a trustee. Presently Mr. Mead rose from his seat, put the deed in his breast pocket, and said to me "You will see this no more, sir." Upon that both the defendants made for the door. I immediately left my desk to prevent them getting out, and I got to the door first. The door opened inwards, and I placed my foot against it, saying to Mr. Mead, as I did so. "You don't leave this room until you restore that deed." The defendant Kent then seized me violently by the throat from behind with one hand, and, with the other, grasped the handle of the door which I held, while Mead tried to get out. Mead kept pushing me, and Kent held me by the shirt breast. To get out, Mead put his hands violently upon me, and my handkerchief and shirt giving way, I shook Kent off. I seized Mead, who had then partly got out of the door, and was leaving the room. The three of us then closed, both of the defendants being upon me, and I struggling to prevent their leaving the room. They tried to push me back, using for that purpose excessive violence. The table in my room, which is very heavy, was displaced, every chair was upset, and I never had a more severe struggle in my life. I held the door, calling for help, for they were overpowering me. Before any one came, Mead was thrown, and I still held him by the collar. It was a most disgraceful scene, and I was heartily ashamed of it. The house is full of offices, and people rushed to my room from all parts of it. I sent for a policeman, and on his coming, Mr. Mead pointed his attention to a paper on my desk which he called an "authority," and which I had not seen before. It purported to be signed by Susannah Morris, a trustee under a former deed of settlement, and was addressed to Mr. Mead. It authorised him, by any means in his power, to obtain possession of the deed which I then had, describing it. I then allowed them to go; the scene terminated as far as I was concerned, and they left, taking the deed with them. Mr. Mead made use of the words "scoundrel" and "rogue.' I asked if he applied them to me. He said he did not. There was no other person present to whom they could apply, except the bystanders.

In cross-examination, witness said he got the deed from Mrs. Watts, who, until then, was a stranger to him. It had been seized under an execution. He would swear Mr. Mead had not handed him the authority before putting the deed in his pocket. It was afterwards found on his desk, but he did not know it was there. Witness was not hurt at all. There was not a blow struck on either side. He stood on his right that they should not leave the room until they restored the deed. The whole of the violence used by them was simply that they might get out of the room. Witness seized Mr. Mead by the collar, upon which all three of them closed. Mead was on the floor, and witness held him by the collar, and seized Kent by the trousers. They were in that position when the door was opened. Witness should not have acted on Mr. Mead's authority, even if he had given it to him. It was signed by a person whom witness did not know. Mead asked witness to give him into custody, but he declined. The defendants were taking the deed from his office, and he tried to prevent them.

Mr. *Collins*, the defendants' counsel, said it was an unfortunate case, and, without some explanation, Mr Mead's conduct must appear to the Bench very extraordinary. The authority, under which Mr. Mead acted, was signed by a lady in the capacity of a trustee and a party to the deed. He had, therefore, a *prima facie* right to receive the deed. Beside, as a rule, a deed must remain in the custody of a trustee, and no one else had any right to keep it. The Lord Mayor would recollect the memorable case in which the Benchers of the Middle Temple were concerned, and in which a book having been put into the hands of a witness, which he held belonged to him, he put it into his pocket, and in spite of the benchers kept it until this day; a jury afterwards awarding him £50 damages. That was an analogous case. As he was instructed, the deed was obtained from Mrs. Morris, the rightful custodian of it, by Mrs. Watts, through fraud, and the result had been to deprive a young woman of about £800, to which she was clearly entitled. The complainant had no right to imprison the defendants in his office, and the violence they used, while it was not excessive, was only employed to effect their escape, and not a single blow was struck. He trusted the bench would dismiss the charge.

The Lord Mayor said, having heard Mr. Mardon's evidence, and the counsel for the defendant, he had suggested that the matter might be arranged between parties of such respectability. That, however, appeared to be impossible, and, therefore, it only remained for him to send the case to a superior court.

Mr. Mead, the defendant, on being cautioned by the Lord Mayor, said he should leave his defence to his counsel.

Mr. Kent, the other defendant, who is a brother of Mrs. Morley, the execution creditor, said he could only say that he had done his best to thwart a gang of swindlers, and he must abide by the consequences.

Mr. *Metcalfe*, the complainant's counsel, said his client, Mr. Mardon, was a most blameless young man, having just been admitted as an attorney, and being a son of a gentleman of long standing in the city as a solicitor. Mrs. Watts, an entire stranger to him, and who was a lady-like woman, had called to ask his advice. He advised her as to her rights under the deed of settlement, and that was really all he had to do with the matter.

The defendants were then bound over in their own recognisances in £20 each, to appear at the Central Criminal Court, and answer any indictment that might be proferred against them.

MARLBOROUGH STREET POLICE COURT.

Jan. 13.—Mr. *Bradlaugh*, from the office of Mr. R. Leverson, St. Helen's-place, City, applied to Mr. Tyrrwhitt for summonses under the Fraudulent Trade Marks Act just come into operation, against two auctioneers, for exposing for sale pianofortes bearing names which had been forged, and for refusing to give information from whom they were obtained. For exposing the pianos for sale, the auctioneer was liable, under the 4th sec-

tion, to a fine of £5, and if with a guilty knowledge (under the 13th section) it was a misdemeanour, and punishable by fine or imprisonment, and the refusing to give information respecting the article, rendered the auctioneer liable to a fine of £5 (under the 6th section). Mr. Bradlaugh stated that one of the auctioneers told him that he ought to go against others, as well as him, as there were plenty of others doing the same thing—namely, selling pianofortes with forged makers' names upon them.

Mr. TYRRWHITT granted the summons.

SHERIFFS' COURT, RED LION SQUARE.

Jan. 14.—The following defendants were proclaimed outlaws to-day:—Reginald James Whiteside, Henry Davies and John Bell, the Rev. Henry Holmes, the Hon. Richard Bingham, James Knowles, Robert Adlington, Robert Ker, Sampson Lucas Behrens, Charles Francis H. Magre, and Charles H. L. W. Standish. The next county court was appointed for the 11th of February.

COURT OF COMMON COUNCIL.

On Thursday at two o'clock, a special Court of Council was held at Guildhall, the Lord Mayor presiding, to elect a Remembrancer for the City of London, in the place of Mr. Edward Tyrrell.

The candidates, stating their names in alphabetical order, where Mr. Brandon Woodthorpe, of Mill-hill, Barnes-common, barrister, and Registrar of the Lord Mayor's Court; Mr. Henry Edwards Brown, of 8, Parliament-street, Westminster, Parliamentary agent and solicitor; Mr. William Corrie, 20, Leicester-square, barrister, and magistrate at Bow-street police-court; Mr. James Crosby, 3, Church-court, Old Jewry, solicitor; Mr. George Colwell Oke, Queen's-road, Peckham, assistant clerk to the Lord Mayor; Mr. James Pearse Peachey, 3, New-square, Lincoln's-inn, barrister; Mr. Henry Thomas Riley, M.A., 31, St. Peter's-square, Hammersmith, barrister; Mr. Samuel Spofforth, 12, Great George-street, Westminster, Parliamentary agent and solicitor; Mr. Edward Walmisley, 26, Abingdon-street, Westminster, Parliamentary agent and solicitor; Mr. John R. L. Walmisley, 5, Victoria-street, Westminster, Parliamentary agent and solicitor; and Mr. John Samuel Wilde, 10, Serjeants'-inn, Fleet-street, barrister and Parliamentary draughtsman and conveyancer.

After the number of candidates were reduced by poll, the contest lay between Mr. Corrie and Mr. Brandon, who, by the second poll, had respectively 103 and 64 votes.

At the close of the poll the Lord Mayor tated that 100 votes had been recorded for Mr. Corrie, and fifty-seven for Mr. Brandon. He therefore declared the election to have fallen upon Mr. Corrie.

Mr. Corrie was originally educated as a solicitor, but afterwards studied for the Bar, to which he was called by the Inner Temple in June, 1836. He practised for some years before committees of the Houses of Lords and Commons, in the common law courts, and in patent cases in the court of chancery. He was at one time judge of the now defunct Palace Court, in respect of which office, on the abolition of the court, he was allowed a pension until he became a police magistrate, when he was obliged to relinquish it in consequence of holding an office under the Crown.

GENERAL CORRESPONDENCE.

** Mr. T. F. Chorley has written to us requesting the insertion of a reply to Mr. Walton's letter of last week, which appeared in our columns. It is very undesirable, however, to continue such a correspondence, and we therefore merely state that Mr. Chorley affirms his former letter in every respect.

THE COUNTY COURTS AND THEIR NEW RULES.

The policy of our ancient constitution, as regulated and established by Alfred the Great, was, as we all know, to bring justice home to every man's door, by constituting as many courts for the redress of injuries in an easy and expeditious manner as there were manors in the kingdom. Many of these courts have fallen gradually into desuetude, and almost oblivion, and must now be numbered with the Wittenagemote, as institutions of the past; they have helped to build up the constitution and establish the laws of the land on so firm and important a basis, as to call for tribunals different in principle and procedure to those adapted to mediæval times, when law was scarcely a science, and ere its strong arm was felt and obeyed throughout the length and breadth of this realm. Advanced civilization and national progress have effected an entire revolution in the subjects over which courts of judicature have jurisdiction. Commerce, whilst she has enriched our citizens, has not been unsparing in her contributions to the law; the cotton manufactures of Manchester, the woollen manufactures of Leeds, the cutlery of Sheffield, the hardware of Birmingham, the shipping of Liverpool, and the coals of Newcastle, have not been produced and applied to use without raising legal questions of greater magnitude than either litigant would care to entrust to the adjudication of a Court Baron, a Hundred Court, or a County Court, even although the amount in dispute did not exceed the sum which gave those courts respectively jurisdiction. From the descriptions we have of the rural magistrate of the seventeenth century, he would appear scarcely capable to grapple the important questions which, if his years could have been extended to the duration of some of the patriarchs, now would be brought under his judicial cognizance in the inferior courts over which he used to preside, for we are told that he scarce attained sufficient learning to sign his name to a Mittimus—but notwithstanding the innumerable blunders he committed, and his occasional acts of tyranny, few will deny that the rude justice he gratuitously administered to those who dwelt around him, was better than no justice at all. We look upon the mouldering remains of many of our ancient tribunals, with much the same respect that a benevolent antiquary regards the ruins of a fine monastery, which, before it was ruthlessly dismantled, filled many a famished stomach, and offered hospitable shelter to many a footsore traveller,—but as we are relieved by the recollection that the stream of charity was not dried up by the demolition of religious houses, but simply diverted to other and more truly charitable channels, so with regard to our decaying courts, we believe that the pure stream of justice continues to pour its copious waters, issuing from the old fountain, but through broader channels, sending out its tributaries, fertilizing hitherto arid tracts. Midst this general mass of ruins it is a relief to find the name, at least, of one of our oldest tribunals preserved—the County court—upon the old foundation an entirely new structure has been erected with improved design. The disuse into which the County court, as it existed at common law, gradually fell, was chiefly because it was confined to the recovery of sums of too trivial an amount. In their renovated form the County courts have nearly attained the seventeenth year of their existence, and, upon the whole, it appears that they have been attended with success in supplying a want, which, when they were instituted, was becoming increasingly manifest—viz., that of providing throughout the whole kingdom some courts, invested with adequate powers, for the recovery of all debts and demands below the amount which could be conveniently sued for in the superior courts. The avowed grievance was, that frivolous petty actions were commenced in the superior courts, the costs upon which operated as a powerful incentive to unprincipled practitioners unduly to harass and impoverish small debtors—the obvious remedy was to deprive the plaintiff, in a superior court, of his costs in certain actions, if he recovered less than a given sum, and unless the residence of the parties engrafted an exception. There are a large number of righteous actions wherein the amount sought to be recovered is less than carries costs in the superior courts; practitioners have not availed themselves of the County courts in these cases, because of the inadequate remuneration which the old list of costs awarded them; they, therefore, have preferred to run the risk of suing in a superior court, and in a monetary point, doubtless, this plan has proved to pay. But judges are constantly heard to complain of the public time being occupied by the trial of actions of a petty character; important causes are frequently thrown over or postponed, while numerous witnesses are in daily attendance, and the Court is occupied with a number of trumpery actions. Several remedies have been suggested for this admitted evil — it is urged by some that the plaintiff should be deprived of his costs in all actions of contract where the amount recovered is less than £20, and in actions of tort, where less is recovered than £5, irrespective of the nature of the action, or the residence of the parties; but this would not go to the root of the evil, or operate to induce practitioners to resort to the County courts. The only effectual remedy is to increase the remuneration in the latter courts, and to revise the graduated scale of fees. This has been partially done by the recent rules that came into operation on New Year's Day, by the 12th of which it is provided that, "In all cases where a plaintiff claims more than £20 and recovers more than £5, but less than £20, the scale

upon which the costs shall be taxed, shall be in the discretion of the Court."

This rule only reaches a very limited number of cases, but may be accepted as a step in the right direction. A very large number of the cases heard in the county courts of the metropolis and provinces, are conducted by the parties *in propria persona*, and disposed of by the judge in a very summary way, his desire frequently being to administer an "even-handed justice," by giving the plaintiff half the amount sued for, and accommodating the mode of payment to the circumstances of the debtor; these considerations will often prevent the lodgment of a plaint in preference to the commencement of an action; but there are a large number of actions of tort and undisputed liquidated demands to a small amount, which attorneys would willingly commence in the county court, if their services were duly and adequately remunerated. The sooner the list of fees is revised, the sooner, in my opinion, will the superior courts cease to be troubled with insignificant and petty actions. W. W.

Furnival's-inn, Jan. 6.

Townley's Case.

The following letter, in reference to this case, has appeared in the *Times*:—

Is the certificate of insanity in Townley's case a valid document, one on which the Secretary of State is bound to act? That is, had the justices, who signed it, authority so to do?

It is stated that the certificate was signed by justices of the borough of Derby, in which the Derbyshire county gaol is situated.

The Gaol Act says that all prisons shall be considered as being in the county, or other jurisdiction, for which, and by which, they are maintained; therefore, Derby county gaol is in the county, and not in the borough.

A justice of the peace has no jurisdiction out of the county, borough, or place for which he is appointed; *ergo*, the borough justices had no business in the county gaol, nor could they act as justices therein; consequently the certificate is not signed by two justices as required by law.

Could two Middlesex magistrates act in a Derbyshire prison? Of course not; neither can the Derby borough justices. The affair looks like a fraud upon justice. Custos.

APPOINTMENTS.

Mr. J. E. Bentley has been appointed a clerk in the Master's Office, Queen's Bench. Mr. W. J. Waller has been appointed a clerk in the Exchequer of Pleas office.

A Patent of Precedence has been granted to Mr. Serjeant Ballantine. He was sworn in before the Lord Chancellor on Wednesday last.

Mr. John Forster Graham, has been appointed Chief Justice of the Island of Grenada.

PROVINCES.

Carmarthen.—At the Epiphany Quarter Sessions of the peace for this county, opened in this town last week, the chairman, Mr. J. Johnes, communicated to the grand jury the pleasing announcement that the calendar did not contain the name of a single prisoner for trial, and complimented the county on the absence of crime even in these most trying times.

Dewsbury.—Mr. Charles Robert Scholes, solicitor, has been appointed mayor of this town.

Gravesend.—Mr. Standish Grove Grady, the recorder of Gravesend, held a maiden quarter session in this borough, on Friday, the 8th instant. This is the third borough in the county where there has been no prisoner for trial at the Christmas sessions. Mr. Grady, in addressing the grand jury, said that it would be very satisfactory to them to learn that their duties would be light, for there was no prisoner for trial. The present were what was usually denominated "maiden sessions," which merely resulted in presenting the judge with a pair of white gloves, as an indication, if not of the purity of the borough, at least of the absence of crime in it. The same state of things was found to exist in other boroughs in the county, for instance, at Dover and also in their neighbouring city of Rochester; and it had been inferred therefrom, very illogically he conceived, that crime was on the decrease. When judges addressed grand juries on the state of crime in counties or boroughs, they generally spoke from what they found in the calendar. But that afforded no test, for many prisoners, whose names were contained in it, were subsequently acquitted by the jury, which raised the presumption of their innocence, and when the sessions lasted over several days, as they did in most counties, the prisoners committed after the calendar had been printed, were not entered therein, so that no correct conclusion could be drawn from the calendar, one way or the other. He (the recorder) did not know how many prisoners had been summarily convicted by the magistrates in petty sessions at Dover and Rochester, between the Michaelmas and Christmas sessions; but for some years, at the Gravesend sessions, he had been in the habit of obtaining a return of the summary convictions between each sessions, and he found that between the periods referred to the number of prisoners had been within two of the usual average, which was certainly a decrease, but so inappreciable as not to be worth talking about. There was, however, one class of criminals in which he was happy to find a great decrease, namely, juvenile offenders; and this circumstance had been frequently attributed to the reformatories. But he (the learned recorder) did not trace the fact to any such source. Whilst he admitted that reformatories had done good, he denied that there had been sufficient experience to justify the conclusion referred to. Reformatories are of recent origin. Their occupants were now seldom sentenced for less than three years, and what they did whilst at school could be no test of what they would do when liberated; and a sufficient number had not yet been discharged to enable anyone to judge how far the training had been successful, nor indeed can reliable *data* be collected for at least five years more. He (the recorder) attributed the decrease of juvenile crime to the establishment of the ragged schools. The noble founder, and the supporters of those institutions were the real philanthropists, the reformers and regenerators of our race. They followed into the bye-ways, the lanes, the courts, the alleys of our great cities and towns, and dragged from the contaminating influence of neglect, squalour, filth, wretchedness, and misery, the little urchins that swelled the long catalogue of juvenile offenders, and placed them under the salutary and reformatory treatment of mental culture. Those institutions are entitled to the warmest sympathy and material support. They go to the root of the evil of which all complain. They did not—like the reformatories—make crime the qualification for admission, but they took the child, before he or she had fallen, under their fostering care, and endeavoured, by a judicious training in the paths of virtue and industry, to prevent the accruing of his or her title to admission into a reformatory. Such was the true principle, being based on the adage that prevention is better than cure, and the happy result has been experienced—juvenile delinquency is on the decline.

Reading.—At the recent Epiphany Sessions for Berks, the following letter, addressed to Mr. G. B. Morland, the clerk of the peace, was read to the Court:—

"Holme Park, Jan. 1, 1864.

"My dear Sir,—I have continued hitherto to hold the office of chairman of the Quarter Sessions at Reading, in the hope that I might be able to attend occasionally on the day of the county business, though Mr. Benyon has lately been good enough to take my place on those occasions. I feel, however, now, that I ought not any longer to defer resigning the office which I have so long held, but the duties of which I find myself unable satisfactorily to discharge. You will oblige me by making this known to the magistrates who may be present in court on Monday, that they may take such steps as they may think proper in appointing my successor. I am very sensible of the kindness I have always met with from the Bench, and with sincere thanks for your valuable assistance in court, I remain, my dear Sir, your's faithfully,

"Robert Palmer."

A general feeling of regret pervaded the Court that the increasing infirmities of this estimable gentleman had rendered necessary his taking this course. Mr. Palmer represented Berkshire in Parliament for a period of nearly thirty years.

Worcester.—At the opening of the Worcester County Sessions last week, Sir J. Pakington, who was on the bench, condemned the mild punishment system which has recently been in force in the jails of this country, and also the "injudicious leniency shown by the judges." The right hon. gentleman said that it was the general opinion of the Royal Commission on Penal Servitude, of which he was a member, that the leniency alluded to, had caused a great increase of crime.

IRELAND.

A long and complicated family suit came to a satisfactory termination on Tuesday in the Court of Chancery. It was the case of *Guillamore* v. *Guillamore*, the original proceedings in which, commenced in 1844, arose out of a dispute as to the validity of a will made in 1836 by Standish O'Grady, first Lord Guillamore and Chief Baron of the Irish Exchequer, who retired from the Bench in 1831, and in the following year was attacked with paralysis, so as to be deprived of the use of his tongue and right hand, but was in other respects of perfect capacity. Colonel O'Grady, his eldest son, who then became Lord Guillamore, was not satisfied with the will, and impeached it on the ground that his father was not of sound mind when he made it. It was confirmed by Judge Keating in the Probate Court, partly confirmed and partly invalidated by the Delegates on appeal, and finally quashed in 1845 by the verdict of a Limerick jury, before whom an issue was sent to try its validity. Considerable litigation ensued between the members of the family consequent on their necessary dealings with the property, which at last took the form of a petition, filed in January, 1862, by the present and fourth Lord Guillamore, grandson of the first, against the Hon. Cecilia O'Grady, the only child of his late brother the third Viscount, and other parties, praying that certain decrees and orders of the Court of Chancery might be declared not binding against him, and that he should be at liberty to proceed by ejectment to recover the estates. Mr. Warren, Q.C., who appeared for the petitioner, stated that an amicable arrangement had been entered into between him and his niece, the Hon. Cecilia O'Grady, which now came before the Court for its approval, and an Act of Parliament would be prepared to carry it out. The rental of the property was about £5,300 a-year; it was subject to charges amounting to £1,800, and two jointures of £400 and £500, payable to the respondent's mother and the Dowager Lady Guillamore, leaving a net income of £2,500 per annum. It was proposed to settle £2,800 a year of this property on the petitioner, subject to the incumbrances and one jointure, which would leave him about £2,000 a year, while the Hon. Miss O'Grady will get about £1,000 per annum at present, to be increased to £1,500 on the decease of her mother. Counsel for the parties interested having stated that, in their opinion, the proposed arrangement ought to be carried out, the Lord Chancellor said he had no hesitation in saying he thought it a beneficial arrangement; but it should be properly worked out by means of an Act of Parliament.

The matter then terminated.

In the case of *Lenham* v. *Wakefield*, which came before the Court of Queen's Bench on Tuesday, the plaintiff brought an action to recover damages for the alleged malicious issuing of a summons by the defendant, whereby he was obliged to attend the Court of Bankruptcy, though he was not a debtor. The Court had decided in his favour, and he claimed damages for having been unable to attend his business, and having to pay costs and expenses. The defence was, substantially, that the matters complained of furnished no cause of action, which brought the case before the Court in the form of a demurrer to the summons and plaint. The case was heard at a special sitting of the Court *in banco*. Mr. Justice Fitzgerald held that the action was not sustainable. No doubt that the trade debtor summons could be wrongfully used to oppress the trader, but the Court of Bankruptcy had the power to award to the trader aggrieved such costs as it deemed right. The mere attendance in the Bankruptcy Court to answer the summons, however unfounded it may have been, did not, in his opinion, give a ground of action. If special injury were alleged the case would be different, but no special injury was alleged here; and, therefore, he should decide, though he did it reluctantly, that the demurrer must be allowed. Mr. Justice Hayes, on the contrary, held that there was a good cause of action disclosed. The proceedings against the plaintiff should be regarded as a special damage to him, and his view of the authorities was that any person who, without probable cause, resorted to a legal tribunal and took proceedings against another person, thereby causing him damage, was answerable for the damage he caused. Mr. Justice O'Brien concurred in the view of Mr. Justice Fitzgerald, that the action was not sustainable. Judgment was therefore given for the defendant.

COURT OF COMMON PLEAS.

Dec. 13.—*In the Matter of the Limerick and Waterford Railway Company, and the Railway Traffic Act*, 1854.—This case came before their lordships on the present occasion for the defendants to show cause against a conditional order obtained last term in the nature of an injunction, why they should not run a train or trains on Sundays for the accommodation of the public, &c. The original application for the conditional order was founded on an affidavit, which stated that the Limerick and Waterford Railway was opened for traffic several years since, and that the Ennis, Foynes, and Castleconnell railways had been all subsequently opened, and were worked by the Limerick and Waterford line; that ever since the opening of these several branch lines there was at least one train regularly run upon Sundays up to the 1st of November, 1863, when it was discontinued; and now no train ran on any of these lines on Sundays, but the mail trains at night on the Limerick and Waterford line. The company gave notice of their intention to discontinue these trains on the 1st of November last, and they carried out their intention by stopping them. Under this new arrangement there was no train from Ennis from four p.m. on Saturdays until eight a.m. on Mondays, and the same public inconvenience was sustained on all the other lines. The affidavit went on to state that the Limerick and Waterford Railway, and those other lines, were now the only modes for travelling; that the stoppage of these trains had given rise to great public inconvenience, and that at least half a million of persons were interested in the matter. It then stated that the Great Southern and Western Railway Company joined the Limerick and Waterford line at a place called the Limerick Junction; that that company ran its trains as usual to Cork, &c., on Sundays; that it booked passengers through from Dublin to Ennis and other places; and that now a passenger for Ennis leaving Dublin on Sunday morning at nine a.m. would be left at the junction for about twelve hours—viz., from one p.m. on Sunday until half-past twelve on Monday morning. Such an annoyance was, it was alleged, most inconvenient to the public, most unreasonable, and called for the interposition of the Court. The 2nd section of the 17 & 18 Vict. c. 30, provided that all railway and canal companies, &c., should afford reasonable facilities for travelling to the public, "so that no obstruction might be offered to the public desirous of using such railways or canals as a continuous line of communication, and so that all reasonable accommodation might, by means of the railways and canals of the several companies, be at all times afforded to the public in that behalf;" and by the 3rd section of the same Act parties aggrieved were to apply to the Court of Common Pleas in England, and to any of the common law courts in Ireland for relief.

After some further argument, the case was directed to stand over for affidavits as to the running of trains on Sundays, on the several lines of railway referred to.

An adjourned meeting of the members of the Society of Attorneys and Solicitors, was held on Monday last, in the Solicitors'-buildings, Four Courts, to take into consideration the reply of the judges of the Landed Estates Court to a memorial from the profession, relative to the subject of printing conveyances.

The chair was occupied by the president, R. J. T. Orpen, Esq. There was a considerable attendance.

The CHAIRMAN said they were all aware that they had met in consequence of a resolution that was passed on the 27th of November last, which was to the effect—"That the report now read be adopted, and that the council be requested to continue their exertions to obtain the repeal of the system of printing deeds by the judges of the Landed Estates Court; and that the council be requested to call a meeting whenever they have anything definite to communicate." Since then the council had received the reply of the judges, and, therefore, as they had something definite to communicate, they had convened the meeting. They had got the memorial to the judges, with their lordships' reply, which would be read. He trusted that any gentleman who had any observations to make to the meeting, would consider the question as a professional matter, and, that no gentleman, in addressing the chair, would use any expressions which he might afterwards regret having used. They were merely discussing a legal question, and he thought they should discuss it with kindness; whatever might be their private opinions; they should, at all events, take care that their language should be such as they should not hereafter regret having expressed.

Mr. BARLOW, Vice-President, read the memorial of the

council to the judges, the substance of which has been already published, and the reply, as follows:—

"Landed Estates Court, Dec. 11, 1863.

"The judges of the Landed Estates Court have attentively considered the memorial of the Incorporated Society of the Attorneys and Solicitors of Ireland. That memorial complains that the further directions as to surveys, maps, and conveyances, are not in accordance with the rule No. 33. It is certain that the rule No. 33 was framed in contemplation of the possibility of substituting printing for writing in the engrossment of deeds. This sufficiently appears from a note attached to the rule at the time of its publication, and by the contemporaneous directions issued by the judges. The violation of the rule complained of by the memorial appears, therefore, to resolve itself into this—that the printing is taken from the approved draft of the conveyance, instead of an attested copy of that approved draft, and that the attested copy is not taken to the printing-office by a solicitor's clerk. It is plain, however, that the objection of the memorialists is directed against the system of printing conveyances by the Court, and that it would not be lessened, in the slightest degree, by furnishing an attested copy to the printer instead of the original draft, or by such an alteration of the rule as would free it from all ambiguity. The judges, therefore, think it sufficient to explain the reasons that induced them to substitute printing for writing. They did not make the change until after they had made frequent complaints of the careless and inaccurate manner in which the purchase deeds tendered to them for execution had been engrossed. They found it practically impossible to procure written engrossments free from mistakes, interlineations, and erasures; and they were obliged to have recourse to printing to guard against frauds, and to secure to the purchaser a properly engrossed deed. The judges do not attach any weight to the objection made by the memorial, that the privacy of deeds is materially affected by the practice complained of. A conveyance executed by the Court is not a private transaction. The judges desire always to secure the greatest publicity for the sale and for the rental. Any person acquainted with the practice of the court knows the entire substance of the conveyance when he sees the rental, the amount of the purchase-money, and the name of the purchaser, all of which are made public; nor is it the practice to introduce into these conveyances any contracts or limitations which a purchaser could desire or expect to keep private. The next objection, if well founded, would be more important—viz., that type printing is not so safe, or so durable as engrossment by the pen. The judges have caused some experiments to be made, and they believe that type printing is safer than a written engrossment tendered by the purchaser. In printing, the greatest care will be taken, by the character of the type and the quality of the ink, to guard against the possibility of fraud; but in written engrossments the fraudulent purchaser (and it is against him only that precautions are necessary) has it in his power to select such ink and such manner of engrossment as may give him the greatest facility for making a fraudulent alteration in the deed. The power of reproducing the original manuscript, by chemical re-agents, is only applicable to some kinds of inks, and is immaterial in any case. A re-agent will not be employed until suspicion is excited, and suspicion will inevitably ensure detection in all cases, in consequence of the printed proof, and the perfect counterpart preserved by the Court. The judges believe that it will be more difficult to make an important alteration without leaving a mark to excite suspicion in a printed than a written deed. As to the change made in the registration, it consists in adding the schedule of tenancies to the memorial. The change is an act of justice to the tenants whose interests may be affected by the conveyance. The additional expense is, in most cases, slight, and the incumbrance to the registry-office may be avoided by adopting printing instead of writing. A printed copy can be obtained from the Court at considerably less expense than the office now pays for a written one, and would take up less room, and would certainly be more correct. The judges have been at all times desirous of receiving, and, if considered expedient, acting upon any practical suggestions on the part of the solicitors; but having, upon mature consideration, and as the result of a long experience, adopted the practice to which exception is made, they do not consider that the arguments and objections set forth in the memorial are such as to induce them to alter the system, which they are satisfied, will, when sufficiently tested, afford security to purchasers, as well as be convenient to solicitors themselves.

"M. LONGFIELD, LL.D.

"C. J. HARGREAVE."

Mr. MACRORY said that, having heard the memorial of the profession, and the reply of the judges to it, read, he could only remark that he quite approved of everything which fell from the president, as to the observations to be made respecting the courtesy and respect due to the judges of the Landed Estates Court. They were worthy of every courtesy and respect at the hands of the profession, and he should be very sorry that any expression should be made use of capable of being construed into anything like a want of respect for them. But, while they entertained every respect for the judges, they should entertain a little respect for themselves. It was pretty generally felt amongst the profession that the system of printing deeds was, to a certain extent, an insult, and it was certainly not respectful. Those who invested their money in land had a perfect right to have their conveyances executed in any form they chose, and he did not think that it was in accordance with the spirit of the law or the constitution, that they should be dictated to. With regard to the reply of the judges respecting the permanency of printing, they had fully stated to them and offered to prove that the printing was not permanent. The judges had told them that they made experiments, but they had not told them what the experiments were, or who had made them. They might be very satisfactory, but it would have been more satisfactory to the profession if they knew that the experiments were made by a competent hand, and that the results were fully developed. With respect to re-agents being used, that did not apply to printing-ink. No re-agent could bring back printing-ink; but that was not the case with engrossing. The judges seem to have dealt very lightly with the question of the legality of the orders for printing. It was a very serious matter for the profession to inquire into the legality of the matter; and, for this reason, that a conveyance from the Landed Estates Court was looked upon as having as much force as a parliamentary title; and, therefore, the matter was worthy the consideration of the profession and of their clients, and they should have the conveyance in a strictly legal form. With regard to the duplicate being put upon the registry, he should take issue with the judges, because it incumbered the registry in a manner never contemplated by the Registry Act; and, as regarded protection to the tenant, he did not think it was any protection at all, for the tenant's protection was his lease, if he had one. Besides, no purchaser would like to have his entire title thrown open to the public without any reason being given except the payment of 2s. 6d. He would beg leave to move "That, in the opinion of this meeting, the reply of the judges is not satisfactory, and that a further memorial, to be approved of by this meeting, shall be forwarded, asking them to reconsider the subject."

Mr. NEILSON said he had much pleasure in seconding the resolution. He was prepared even to go further, because he believed that the printing of deeds was decidedly injurious to the public. He thought the profession should refuse to take such a conveyance; and the next time he had to deal with a really important conveyance he would not take it, and would thus try the question. He thought he would not discharge his duty to his client if he passed a deed, which, he believed, in time, would become a sheet of clean parchment. He would go as far as any man in bowing to the opinion of the judges; but he thought the profession often went a little too far in that direction. They forgot that it was the profession who had made these gentlemen judges, and he believed that if they maintained their own independence and self-respect they would get on much better.

Mr. LITTLEDALE said that, in common with his professional brethren, he entertained a feeling of respect for the judges of the Landed Estates Court, and of thankfulness for the kind and courteous manner in which the profession had been treated by them. He thought that meeting had been entirely wrong in the course which they had taken, and that the answer of the judges of the Landed Estates Court to their memorial was in every respect satisfactory. The objections raised by that memorial to the rule which required the printing and registration of deeds *in extenso* were—firstly, that the judges had no power to make the rule; secondly, that the printing of these deeds were derogatory to the profession; thirdly, that the chemical composition of printing ink was such that it could easily be obliterated from parchment; and fourthly, that the system of registration by a duplicate of the deed was bad. He considered that the reply of the judges to all these objections was most satisfactory. They pointed out, in the first place, that on the original framing of the rules printing was contemplated, and they referred to a note to that effect. They showed that it was not derogatory to the profession that they should go to a printer any more than it was to go to a scrivener, and that

was necessary to have the deeds printed, in consequence of the great inaccuracies which frequently occurred in the engrossment of these documents. He had spoken to several professional friends, who agreed with him that many of the engrossments were presented in a very imperfect manner, and that to secure accuracy of copies nothing was so satisfactory as printing. With regard to the comparative permanence of printing ink and writing ink, they were not competent judges. That could only be decided by men possessing chemical knowledge. For his own part, he believed that the printed forms of deeds and leases which had been in use in Ireland for hundreds of years proved that printing ink was permanent. He had seen conveyances from the Ballast-office in 1714, in which the printing ink was perfectly clear and good at present.

Mr. LEE.—I will supply you with one 150 years old.

Mr. LITTLEDALE, having looked at the deed handed to him by Mr. Lee, said the printing was good, and it was the manuscript portion of the document that had become bad. In answer to the statement that ordinary writing ink could not be obliterated, the judges of the Landed Estates Court replied that a fraudulent purchaser could cause his conveyance to be written in a description of ink which could be entirely removed without leaving any traces behind. He believed that the judges had found the registration of deeds *in extenso* to be necessary for the protection of tenants. The real objection to the registering in full was the enormous fees charged in the Registry-office. He thought that objection could be met by applying to the Commissioners of the Treasury to fix a special fee for registration, and the printed duplicates could be brought in and registered simply by binding them up in the book. He contended, however, that the registration of the deeds *in extenso* was a measure of justice and of protection to tenants, whether holding for terms of years or yearly tenants only, which the judges were right to insist upon. He thought on every point the judges had given a satisfactory answer to their memorial, and that it was unwise to keep up any further controversy on the subject. He begged, therefore, to move, as an amendment—"That a reply having been received from the judges of the Landed Estates Court to the memorial of the council, no further memorial be sent to the judges."

Mr. LEE seconded the amendment, and expressed his opinion that the rule adopted by the judges was beneficial to the public, and not open to the objections urged against it by the council.

Mr. WILLIAM KEATING CLAY believed that the judges had ample power to make the rule in question. It was to be regretted that a cause should have been given for such a rule in the very slovenly and imperfect manner in which conveyances had frequently been presented to the Court. Of course, no such accusation could be made against any of the gentlemen who attended the present meeting, but there could be no doubt that conveyances—probably prepared by the town agents of country attorneys—had been presented in such a form that he had known them to be returned three or four times. He believed there was no doubt that printing could be more easily obliterated by chemical means than writing, but, seeing, from the deed exhibited by Mr. Lee, how well printing had stood for so many years, he thought that was too small a point on which to hope to get rid of the rule. The large fee charged in the registry office was, of course, a strong objection to the registering of deeds *in extenso*, but that objection might be removed in the way suggested by Mr. Littledale. On the whole, he thought, as the rule was adopted for the public benefit, and without any wish to cast discredit on the profession, they ought not to offer any further resistance to it.

Mr. ELLIS observed that Mr. Littledale had not shown what additional security the registration of deeds *in extenso* gave to tenants. The tenancies were all set out in the rentals, and the registration of the conveyance did not add to their security. When this question was formerly discussed, he thought Mr. Fyffe and Mr. Littledale, who advocated the view of the judges, seemed to admit that the putting of tenancies from year to year on the registry was indefensible. As to the frauds alluded to by the judges, they did not state an instance of a single fraud that had been attempted by a solicitor.

Mr. CLAY said the judges referred to fraudulent purchasers.

Mr. ELLIS proceeded to say that clients who committed thousands and tens of thousands to their solicitors were the best judges of whether those solicitors were worthy to be trusted or not; and it did not lie in the mouths of the Landed Estates Judges, or of any other men, to say, "We won't trust you, although your clients do." As to the permanency of printing, he saw in Mr. Macrory's office a printed deed, in which an error occurred through a mistake of the officer of the court, and the printing had been erased and the proper words interlined. This showed that printing was not always accurate. Mr. Macrory had offered to prove to the judges that printing ink could be easily obliterated without leaving any trace behind, and if they witnessed the experiment they would be satisfied that printing was not permanent, and would not be a sufficient security against fraud. The public and the profession had reason to complain of the enormous expense in which this rule involved them. In one instance the registration of a conveyance cost £25, which, under the old system, would only have cost as many shillings.

Mr. O'BIERNE spoke in favour of the original resolution.

Mr. GERRARD observed that conveyances often contained reservations of easements and indemnities against head rents. Suppose a printed conveyance, containing such a reservation, were in the hands of a fraudulent proprietor, he might obliterate the passage, to the great injury of an adjoining owner, who, after the lapse of many years, might be thus fraudulently deprived of a right which he had previously enjoyed. For that reason he would support Mr. Macrory's resolution.

Mr. DILLON also thought that a good case had been made out for again submitting the matter to the judges.

Mr. JOHNSTON did not see that the change made by the judges had worked better than the old system; but, on the contrary, he considered it had involved serious evils, and had increased the expenses of registration enormously. He could not see the benefit of incumbering the registry with weekly or yearly tenancies. He was not aware that any fraud had ever been attempted by a member of the profession in respect to conveyances; and he believed what had caused this new rule was a mistake made by an officer of the court, by which one man's estate was sold for the payment of another's debt. He admitted the courtesy and kindness of the Landed Estates judges to the profession—in that respect they approached nearly to the attributes of that great judge who had passed away—Sir Michael O'Loghlen; but he was, therefore, the more surprised that they should have hastily adopted this rule without consulting with the leaders of the profession. He thought the judges had made a mistake in this matter, and he was sure, if they discussed it with the council, they would remedy the evil complained of.

Mr. KENNEDY thought the reply to the memorial was not satisfactory; but he had failed to learn what was to be gained by again addressing the judges on this subject. There was no new fact or argument to be laid before them; and before he agreed to present another memorial to the judges he should like to know whether there was any hope of changing their opinion. He could not admit that in framing this rule the judges did not contemplate the commission of fraud by solicitors. They stated that a fraudulent purchaser might cause the conveyance to be written with a certain ink, which could be easily obliterated; but such a thing could not be done without the connivance of the solicitor.

Mr. NEILSON explained that he seconded the resolution, because he thought it an act of courtesy to the judges to give them an opportunity of reconsidering the matter before the profession took those ulterior measures which they would do if the objectionable rule were not altered.

The amendment was them put, and lost by a large majority, only ten members voting in favour of it. The original resolution was adopted.

Mr. J. T. HINDS moved, "That the council do report to a future meeting the reply of the judges of the Landed Estates Court." He entertained a very strong opinion as to the importance and the justice of the complaint now made by the profession against this new-fangled rule; and he believed they would not let the matter drop, but would carry their opposition as far as they could. He hoped this crotchet would be found ultimately to yield to the voice of reason and common sense. It was ridiculous to say that the system under which the Incumbered Estates Court had acted for so many years, without objection or complaint—under which twenty millions worth of property had changed hands—was all wrong, and that a new system must be adopted when they had comparatively little to do.

Mr. SHANNON, in seconding the motion, reminded the meeting that the profession, by being unanimous, had thrown out the Registry Bill, introduced last year by the Government, and, if they were unanimous on the present occasion, they would also succeed. They wanted nothing but what they believed was for the benefit of the public. He thought there was a great deal to be said on the subject, and therefore they were right in again addressing the judges, and calling their attention

to the evils of the new rule. The judges of the Landed Estates Court were generally in advance of the judges of the court of chancery and of the law courts; they were very courteous to the profession, and he believed if they were convinced they had made a mistake, they would rectify it willingly.

Mr. W. J. COOPER deprecated anything like want of respect for the judges of the Landed Estates Court. The senior judge of the court, the Hon. Judge Longfield, was a man endowed by nature with a very powerful mind, and he had cultivated it sedulously for a long series of years. He had filled a very prominent position in our esteemed University; his private character stood very high indeed, and he had a great respect for him. The Hon. Judge Hargreave, a stranger to us, and an Englishman, came here with the highest repute for ability as a conveyancer. He was selected as a commissioner of the Incumbered Estates Court, on the highest recommendation, on account of his ability. They had now had experience of him for years, and they knew that the high character which he received was fully maintained and justified. He had practised the greatest courtesy and patience with respect to the profession. Judge Dobbs was one of themselves, but he always had the highest reputation as a scholar and a lawyer. But that was not what they had to consider. The question for consideration was the rights of the profession, and the rights of the public. There was a great deal to show that in the matter of the printing of deeds the Court was not properly discharging its own judicial functions, but trenched somewhat on the rights of the profession, to the prejudice of the public. He did not wish to say a word in disparagement of the Court, but he intended manfully and openly to defend the rights of the profession, and he claimed from the judges that they would allow the profession to discuss the matter in a manful, stand-up way. Mr. Cooper then preceeded to review and compare the several orders of the Court, and stated that he had not the slightest doubt on his mind that the course pursued by the judges with respect to the printing of deeds was illegal; and he expressed his opinion that the reply of the judges was not satisfactory, and ought not to be satisfactory, to the profession.

Mr. DIX said it was desirable that it should go to the public that the question between the judges and the solicitors was not a question of costs, nor had there ever been any controversy between the judges of the Landed Estates Court and the solicitors of Ireland with regard to costs. The present question was altogether one of principle.

The resolution was then put and carried unanimously.

Mr. MATTHEW ANDERSON having been called to the second chair, a vote of thanks was passed to the president and vice-president, after which the meeting adjourned.

During the last ten years the Landed Estates Court have sold property to the amount of £20,000,000, which they distributed among the owners of encumbered estates.

The jurors, magistrates, and gentry of the Queen's County are about to present to Mr. Thomas Turpin, solicitor, Maryborough, an address and costly testimonial on his retirement from the office of sub-sheriff, which he held for a period of twenty-five years.

ADMISSION OF ATTORNEYS.

Queen's Bench.

NOTICES OF ADMISSION.*

In and on the Last Day of Hilary Term, 1864.

[The clerks' names appear in small capitals, and the attorneys to whom articled or assigned follow in ordinary type.]

BLOXAM, HENRY ACOURT.—C. J. Bloxam, 1, Lincoln's-inn-fields; W. F. Blandy, Reading, Berks.

BROWN, WALTER ADAM.—Geo. Brown, Paddington.

BROWNLOW, GEORGE JOHN.—A. Lace, Liverpool.

DAWBER, JOSEPH.—B. B. Jackson, Hull.

ELLIOTT, JOHN.—R. Pattison, Bedford-row; C. J. Eyre, Alfred-place, Bedford-square.

FLOWER, JOHN.—J. W. Flower, 17, Gracechurch-street.

HANDLEY, JAMES.—R. H. Munday, 12, Horbury-cresent, Kensington-park; and Essex-street, Strand.

JACOBS, FREDERIC.—Frederic Turner, Aldermanbury.

KEILY, JEREMIAH.—J. M. Taylor, Guidford-street.

MCDIARMID, JABEZ.—J. C. Goody, King William-street.

WILSON, WALTER.—R. Sill, Birmingham; H. F. Barnett, Walsall.

WINCH, GEORGE.—T. Hills, Chatham, Kent.

On the Last Day of Hilary Term, 1864.

ANDREWS, WALTER GEO.—Geo. Wm. Andrews, Sudbury.

BENHAM, ALBERT BENNETT.—Wm. Jones, King's Arms-yard Coleman-street, London.

BENNING, ALBERT FREDK.—John C. Fenwick, Newcastle-on-Tyne.

BIGGENDEN, JOHN PATTENDEN.—John Biggenden, 5, Walbrook, London; Thos. Edlyne Tomlins, 9, Lincoln's-inn-fields, Middlesex.

BOURDILLON, STAFFORD FAULKNER.—Charles F. Skirrow, Bedford row, Middlesex; G. B. Gregory, Bedford-row.

BROWN, ROBERT WM.—Woosnam & Lloyd, Newntown, Montgomery.

BUTTERTON, GEO. ASH.—John Wm. Butterton, Eccles Hall, Stafford.

CUDLIPP, RALPH BROOKING.—Christopher V. Bridgman, Tavistock, Devon.

FELL, WM.—Thomas M. How, Shrewsbury, Salop; Wm. H. Brabant, Saville-row, New Burlington-street, Middlesex.

HARRIS, SAMUEL.—Geo. Stenning, Tonbridge, Kent.

JONES, WM.—Wm. Hughes, Conway, Carnarvonshire.

KNIGHT, ROBERT HENRY.—Albert Turner, 68, Aldermanbury, London.

LEACH, RD. HOWELL WALKER.—Francis Leach, 10, Lancaster-place, Strand.

LEE, SAMUEL.—John Lee, Whitchurch, Salop.

LOMAX, JOHN.—Henry Wheeler, Manchester.

MESSITER, HERBERT.—Henry Messiter, Wincanton, Somerset.

MURROW, CHARLES.—John Murrow, jun., 312, Bedford-street, Liverpool; Richard C. Brown, Liverpool.

PENFOLD, JOHN.—Thos. E. Penfold, 42, Mecklenburgh-square, Middlesex.

RIDSDALE, FRANCIS JAMES, jun.—Francis James Ridsdale Gray's-inn-square, Middlesex.

SPENCER, GEO. WAKEFIELD.—William Spencer, Birm.

STEPHENSON, JOHN BOYES.—Appleton Stephenson, Whitby, York.

SYDNEY, ROBT. CHASE.—James Smith, Maidenhead, Berks.

WALL, JAMES LUCAS.—Wm. S. Allen, Birmingham and Handsworth, Stafford; Robert Hart, Chancery-lane, Middlesex.

WILDING, THOMAS.—John S. W. Herring, 17, Stafford-street, Marylebone, Middlesex.

WILLIAMS, JOHN THOMAS.—William Wanklyn, late of Monmouth; Henry Roberts, Monmouth.

WOODHAMS, DANIEL THOMAS.—James J. Blake, 39, King William-street, London.

APPLICATION FOR RE-ADMISSION.

On the Last Day of Hilary Term, 1864.

Robins, Richard John Saltren, Devonport, and Strickstenton Cornwall.

APPLICATIONS TO TAKE OUT OR RENEW ATTORNEYS' CERTIFICATES.

On the Last Day of Hilary Term, 1864.

Harrison, Edwin Albert, Aston Manor, Birmingham.

Higginbottom, W. H., 4, Limefield-terrace, Rushford-park, Levenshulme, Manchester.

February 2, 1864.

Armishaw, William, Atherstone, Warwick; and 36, Stanhope-street, near Regent's-park.

Beck, John Grant, Washington, Sussex.

Braithwaite, William John, Nottingham; 21, Cambridge-terrace, Hyde-park; and 93, Wimpole-street, Cavendish-square.

Bruty, William John, 30, Cornhill; and Chelmsford, Essex.

Eddison, Edwin, 3, Armstrong-terrace, Charlton, Kent; Eastbourne, Sussex; and Woodland-terrace, Charlton.

Evans, Charles, 8, Serle-street, Lincoln's-inn; 18, Lansdowne-terrace, Regent's-park; and 23, Welbeck-street, Cavendish-square.

Fowler, Edward, 5, Claremont-terrace, Horton, Bradford.

Gadsden, George Alfred, 28, Bedford-row, Middlesex.

Gratton, Enoch Grafton, 2, High-street, St. John's Wood.

Guy, Harry Charles, Hythe, Southampton; and Devizes, Wilts.

Heywood, Benjamin Arthur, 16, Oxford-terrace, Hyde-park; and Upper Norwood.

Higginbottom, Fras. Joseph, Southport, Lancashire; and Ashton-under-Lyne.

Hunter, Charles Albert, 16, Hart-street, Bloomsbury.

Jones, George Newton Swinson, Lye, Stourbridge.

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* For previous list see *Ante*, p. 168.

Jones, William, Wrexham, Denbigh, Pantyokin, Rhosrobin, and Gwersylt, all near Wrexham.
Lomax, Richard, 4, High-street, Aldershott; and 70, Bromptonroad.
Middleton, Henry Samuel, 15, Duke-street, Adelphi.
Moss, Alfred, 5, Lyndhurst-terrace, Peckham.
Peard, John Davis, 26, Harrington-street, Middlesex
Sheffield, Thomas Needham, 68, Old Broad-street, City.
Sherwood, Henry Austin, Cold Harbour-lane, Surrey.
Smedley, John Benjamin, 17, Charterhouse-lane; and 3, Lock's-gardens, St. James, Clerkenwell.
Sykes, John William, 21, Abchurch-lane, City; and 10 Mildmay-place, Ball's Pond-road, Islington.
Temple, William Woods, 4, Blomfield-street, City.
Templeman, Herbert Coates, Egglemyre, Cottingham, York; 86, Milton-street, Dorset-square; and 38, Kentish-town-road.
Towne, Eldon Ethelbert, 189, Euston-road, Middlesex; Manchester; and Liverpool.
Weaver, Wilfred Marratt, Chester.
Wickham, William Henry, 14, Essex-street, Strand; and Wimbledon.
Wilson, Charles Corbett, Leamington Priors, Warwick, Priors Marston, Warwick; 27, Upper Eaton-street, Pimlico; 13, Roehampton-street, Vauxhall-bridge-road; and Besborough-gardens, Vauxhall-bridge.
Woodward, Thomas, 2, Rodwell-street, Weymouth, Dorset.

LAW STUDENTS' JOURNAL.

LAW LECTURES AT THE INCORPORATED LAW SOCIETY.

Mr. J. Napier Higgins, on Conveyancing, Monday, Jan. 18.
Mr. Wm. Murray, on Common Law and Mercantile Law, Friday, Jan. 22.

COURT PAPERS.

Exchequer Chamber.

Hilary Term, 1864.

SITTINGS IN ERROR.

The following days have been appointed for the argument of errors and appeals:—

Queen's Bench.

Tuesday .....Feb. 2 | Wednesday .....Feb. 3

Common Pleas.

Thursday ..... Feb. 4 | Friday ..... Feb. 5

Exchequer of Pleas.

Saturday ..... Feb. 6 | Monday..... Feb. 8

PUBLIC COMPANIES.

MEETINGS.

Union Bank of London.

At the half-yearly meeting of this bank, held on the 13th inst., Mr. P. N. Lauris in the chair, the profits were stated at £114,323, making, with a previous balance of £669, an available total of £114,992. A dividend of 18s. per share, or at the rate of 15 per cent. per annum, was declared, leaving a balance of £60,992, of which £60,000 was appropriated to the reserve fund, which is thus raised to £170,000. At the same time it was resolved to transfer £60,000 from the reserve fund to capital, and the amount, being equivalent to £1 per share, the shares will now stand with £13 paid up instead of £12. The deposits held by the bank now amount to £16,472,278, being an increase of £3,595,923 on the total at the corresponding period of 1863, and of £1,638,851 since the last half-yearly meeting.

PROJECTED COMPANIES.

Australian and Eastern Navigation Company (Limited).

Capital £2,000,000, in 40,000 shares of £50 each.
Solicitors—Bateson & Robinson, Liverpool.

This company has been formed for the purpose of establishing, between England and Australia, a line of auxiliary screw steamers of large capacity.

Her Majesty has ordered that from and after the 8th of January inst., the district of the Marylebone Police Court shall comprise the whole of the parish of Paddington not already included within its present boundary, the same being within the metropolitan police district.

Mr. Brampton Gurdon, M.P., announced at the Norfolk Sessions last week, that he had been in correspondence with the Home-office with reference to the recent Highway Act, and that he understood that an amended bill would be introduced in the forthcoming session.

On Monday next the examiners of private bills will commence the examination of private bills for next session. There are 504 private bills, and it is to be ascertained whether there has been a compliance with the standing orders of the House.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BETHELL—On Jan 8, at St. George's-road, the wife of the Hon. Richard Bethell, of a son.
CROOKE—On Jan 12, at 14, Talbot-square, Sussex-gardens, the wife of Douglas Parry Cooke, Esq., Barrister-at-Law, of a son.
KELSALL—On Jan. 5, at Fareham, Hants, the wife of Wm. Kelsall, Esq., Solicitor, of a son.
TIDY—On Jan. 9, at 38, Ampthill-square, N.W., the wife of H. Edgar Tidy, Esq., of Clifford's-inn, Solicitor, of a son.
WOOD—On Jan. 10, at Effingham House, West-hill, Putney-heath, S.W., the wife of Mr. B. P. Wood, Esq., Solicitor, of 13, Cannon-street, and Hatcham, of a son.

MARRIAGES.

DIEMER—HERBERT—On Jan. 5, at St. Luke's, Chelsea, Philip Henry Diemer, Esq., of Bedford, to Mary Elizabeth, second daughter of Francis Herbert, Esq., of 20, Royal Avenue-terrace, Chelsea, Solicitor.
HOGG—DARVALL—On Jan. 1, at Barrow-on-Soar, Leicestershire, Alfred Graham Hogg, Esq., of Canton, to Eleanor Anne, second surviving daughter of the late Joseph Darvall, Esq., Solicitor, of Reading.
LLOYD—VISGER—On Jan. 5, at Frenchay, near Bristol, Francis Thomas Lloyd, Esq., Lieutenant in the Royal Artillery, son of Edward John Lloyd, Esq., Q.C., to Julia Louisa Georgiana, daughter of Harman Visger, Esq.
RICHARDS—COLLIER—On Jan. 12, at St. James's, Piccadilly, John Richards, Esq., of Cookham, Berks, to Emily Francis Collier, of the same place, daughter of the late William Field Collier, Esq., Barrister-at-Law.

DEATHS.

COCKLE—On Nov. 17, 1863, at Brisbane, Queensland, Australia, aged 8 months, Agatha Katherine, youngest daughter of his Honour, James Cockle, the Chief Justice of Queensland.
COMBE—On Jan. 7, at 43, Upper Seymour-street, Portman-square, Boyce Combe, Esq., Police Magistrate of Southwark, aged 74.
EVANS—On Jan. 12, at his residence, Golder's-hill, Hampstead, Joshua Evans, Esq., many years Senior Commissioner of the Court of Bankruptcy, London, aged 82.
STEWART—On Jan. 6, at Worthing, Frances Henrietta, the beloved wife of Patrick Stewart, Esq., of the Middle Temple, and daughter of the late Richard Price, of The Lawn, South Lambeth, Esq., aged 39.
YOUNG—On Jan. 8, at his residence, 16, Gower-street, Bedford-square, Thomas Bristowe Young, Esq., of 10, New-inn, Strand, in the 64th year of his age.

LONDON GAZETTES.

Professional Partnerships Dissolved.

Friday, Jan. 8, 1864.

Carson, Thos, Arthur Ellis, & Saml Field, Lpool, Attorneys and Solicitors (Carson, Ellis, & Field). Dec 31.
Whitehead, Geo, & John Milne Whitehead, Bury, Attorneys and Solicitors. Dec 31. By mutual consent.

Tuesday, Jan. 12, 1864.

Ramshay, Geo, & Wm Latimer, Brampton, Cumberland, Attorneys and Solicitors (Ramshay & Latimer). Dec 22. By mutual consent.

Windings-up of Joint Stock Companies.

Friday, Jan. 8, 1864.

Limited in Chancery.

Metropolitan Cab and Carriage Company (Limited).—Petition for winding up, presented Dec 22, will be heard before Vice-Chancellor Wood on Jan 16. Earle, Walbrook, Solicitor for the Petitioners.

Tuesday, Jan 12, 1864.

Great Ship Company (Limited).—The Master of the Rolls has appointed William Hawes, Skinner's-pl, Sise-lane, to be Official Liquidator of this company.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

Friday, Jan. 8, 1864.

Barker, Saml, Gray's-inn, Gent. Feb 27. Booth, Gray's-inn.
Brandon, Alex, Avenue de Neuilly, Paris, Gent. Feb 10. Lindo & Sons, Moorgate-st.
Brandon, Lionel, Rue de la Ferme des Matthurins, Paris, Gent. Feb 10. Lindo & Sons, Moorgate st.
Colson, Rev John Morton, Fordington, Dorset, Clerk. Feb 1. Andrews & Cockeram, Dorchester.
Linington, Joseph, Southsea, Esq. June 24. Low & Son, Portsea.
Lloyd, Geo John, Brunant, Carmarthen, Esq. Feb 1. Price, Carmarthen.
Marriott, Thos, Nuneaton, Gardiner. March 1. Dewes & Norton, Nuneaton.
Nash, Saml, Lowestoft, Fish Merchant. Jan 15. Chater, Lowestoft.
Palmer, Edmund Reeve, Gt Yarmouth, Attorney-at-Law. April 6. Worship, Gt Yarmouth.
Rosen, Wm, Southampton. Feb 1. Burnett, Southampton.
Welbrock, Herman, Well-st, Whitechapel, Victualler. Feb 10. Morris & Co, Moorgate-st.
Wilson, Ann, Wadesmill, Hertford, Spinster. Feb 7. Morris & Co, Moorgate-st.

Tuesday, Jan. 12, 1864.

Brunwin, Mary Ann, Bradwell, nr Braintree, Jan 30. Young & Jackson, Essex-street.

Dawes, Geo, Upper Tulse-hill, Surrey, Hat Manufacturer. Feb 22. Holmer & Co, Dowgate-hill.
Farrer, Jas Wm, Ingleborough-Clapham, York, Esq. Feb 15. Farrer & Co, Lincoln's-inn-fields.
Harrison, Wm, Upton, York, Farmer. Feb 13. Coleman, Pontefract.
Hillary, Elizabeth, Mildmay-park, Middlesex, Spinster. Jan 30. Harrisons, Walbrook.
Humber, Richd, Bouley Bay, Island of Jersey, Esq. Feb 15. Sadler, Golden-sq.
Jones, Richd Lambert, Porchester-ter, Bayswater, Esq. March 5. Hart & Davies, Austin Friars.
Micklethwait, Thos Faber, Layerthorpe, York, Yeoman. March 14. Leeman & Clark, York.
Nichol, John Latimer, De Crespigny Park, Camberwell, Merchant. Feb 30. Vandercom & Co, Bush-lane.
Plumridge, Sir Jas Hanway, Hopton Hall, Suffolk, Admiral R.N. April 1. Johnson & Master, Duke-st, Grosvenor-square.
Priestman, Isaac, Maton, York, Tanner. March 1. Jackson & Wilson, Malton.
Scholey, John Bailey, West Highlands, Winchester, Esq. March 12. Gole, Lime-street.
Stevenson, Geo, Brighton, Esq. Feb 23. Simpson & Dimond, Henrietta-st, Cavendish-square.
Tucker, Edw, Long Ashton, Somerset, Builder. March 18. O'Donoghue, & Rickards, Bristol.
Warren, Hy, Park-rd, Regent's-park, Esq. April 1. Minshall, Oswestry.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Jan. 8, 1864.

Jones, Saml, Wolverhampton, Butcher. Jan 23. Jones v. Jones, M. R.

Assignments for Benefit of Creditors.

FRIDAY, Jan. 8, 1864.

Clark, Matthew, Croydon, Coal Merchant. Dec 11. Lawrance & Co, Old Jewry-chambers.
Robson, Edw, Edgware-road, Bookseller. Dec 10. Lawrance & Co, Old Jewry-chambers.
Steward, Joseph Hy, Gt Yarmouth, Gent. Dec 12. Holt, Gt Yarmouth.

TUESDAY, Jan. 12, 1864.

Brick, Rebecca, Leominster, Widow. Feb 6. Harrell v Connop, M.R.
Brooks, Nathaniel, Loughborough-road, Brixton, Victualler. Feb 8. Curry v Emslie, V. C. Stuart.
Campbell, Jas, Colet-pl, Commercial-road East, Gent. Jan 11. Hoskins v Campbell, V. C. Wood.
Shaw, Joseph Philip, Palace-gardens, Kensington, Esq. Jan 25. Shaw v Lucas, M.R.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Jan 8, 1864.

Allen, Jas, Manch, Draper. Dec 9. Asst. Reg Jan 5.
Boon, Benj, Spring-garden-ter, Southwark, Ticket Collector. Jan 4. Comp. Reg Jan 6.
Brown, Geo, Hanley, Stafford, Chemist. Dec 10. Asst. Reg Jan 7.
Butcher, Thos, Lytham, Tailor. Dec 15. Conv. Reg Jan 5.
Chapel, Jesse, Hazelbeach, Victualler. Dec 15. Conv. Reg Jan 6.
Couzens, Geo, Devizes, Rope Maker. Dec 10. Asst. Reg Jan 7.
Curtis, Wm, Warwick-st, Pimlico, Linen Draper. Dec 15. Conv. Reg Jan 5.
Dymond, Jas, Launceston, Ironmonger. Dec 10. Asst. Reg Jan 5.
Goddard, John, Brighton, Dealer in China, &c. Dec 8. Conv. Reg Jan 5.
Griffiths, Fredk John, Burslem, Professor of Music. Dec 11. Comp. Reg Jan 6.
Hancock, Zachariah Brown, Bramfield, Hertford, Farmer. Dec 8. Conv. Reg Jan 4.
Heard, Geo Gustavus Gilbert, Cannon-st West, Attorney and Solicitor. Dec 31. Asst. Reg Jan 5.
Hodgson, Jas, Whitehaven, Tailor. Dec 11. Conv. Reg Jan 7.
Holder, Wm, Rainham, Essex, Draper. Dec 11. Comp. Reg Jan 7.
Knight, John, Aylesbury, Coachbuilder. Dec 30. Conv. Reg Jan 7.
Marden, Geo, Jun, Haslemere, Surrey, Victualler. Dec 12. Comp. Reg Jan 7.
Newton, Hy, jun, Kingston-upon-Hull, Sanitary Tube Merchant. Dec 15. Conv. Reg Jan 7.
Pullan, Hy, Manch, Victualler. Dec 18. Asst. Reg Jan 7.
Radford, Joseph, New Weston-st, Bermondsey, Leather Merchant. Dec 17. Asst. Reg Jan 5.
Roberts, Joseph, Nottingham, Hair Dresser. Dec 12. Conv. Reg Jan 7.
Strain, Joseph, Leicester, Grocer. Dec 12. Conv. Reg Jan 7.
Strevan, John, Manch, Draper. Jan 1. Conv. Reg Jan 7.
Thwaites, John, Keek, York, Draper. Dec 8. Asst. Reg Jan 5.
Townsdrow, Hy Tomlinson, Hedmarley, Worcester, Farmer. Jan 2. Asst. Reg Jan 7.
Travers, Mary, Widow, & John Travers, Abingdon, Drapers. Dec 10. Asst. Reg Jan 7.
Wolstencroft, Geo, Oldham, Carrier. Dec 12. Conv. Reg Jan 7.
Wooster, Robt, Newcastle-upon-Tyne, Chair Maker. Dec 10. Asst. Reg Jan 6.

TUESDAY, Jan. 12, 1864.

Binney, Wm Thos, Kingston-upon-Hull, Corn Factor. Dec 17. Asst. Reg Jan 11.
Bradley, Allen, Netherton, York, Farmer. Jan 6. Conv. Reg Jan 9.
Brook, Jas, Huddersfield, Furniture Broker. Dec 17. Asst. Reg Jan 11.
Durrant, Edwd Parker, & Thos Parker Durrant, Brighton, Auctioneers. Dec 18. Conv. Reg Jan 11.
Farnell, Thos, Heywood, Lancaster, Waste Dealer. Jan 6. Conv. Reg Jan 12.
Farrell, Patrick, Salford, Builder. Dec 14. Conv. Reg Jan 11.
Fectam, Geo Leonard, Kingston-upon-Hull, Cabinet Maker. Dec 18. Asst. Reg Jan 11.
Gardiner, Chas, Burslem, Boot Manufacturer. Jan 2. Comp. Reg Jan 9.
Gibson, Benj, Kilpin, York, Brick Manufacturer. Dec 15. Asst. Reg Jan 11.
Henderson, Wm, Darlington, Draper. Dec 26. Comp. Reg Jan 11.
Holden, Enoch Erasmus, Southport, Lancaster, House Agent. Dec 21. Conv. Reg Jan 11.
Huxham, Richd, Torquay, Innkeeper. Dec 14. Trust Deed. Reg Jan 11.
Ingram, Hy Brown, St Leonard's-ter, Maida-hill West, Dissenting Minister. Dec 15. Comp. Reg Jan 12.
Jacobs, Lewis, High-st, Whitechapel, Boot Maker. Jan 8. Comp. Reg Jan 11.
James, Thos, Plainsbrook, Hereford, Builder. Dec 28. Asst. Reg Jan 12.
Kay, Wm, Wolverhampton, Filter Manufacturer. Dec 22. Conv. Reg Jan 11.
Latham, Thos, Watford, Hatter. Dec 19. Asst. Reg Jan 12.
Metcalfe, Wm, Lupus-st, Pimlico, Linen Draper. Jan 1. Arrt. Reg Jan 11.
Norman, Nathan, Brighton, Boot Manufacturer. Dec 14. Comp. Reg Jan 11.
Palmer, Joseph Wm, Bishopsgate-st Without, Hatter. Dec 16. Conv. Reg Jan 11.
Pendlebury, Joshua, Heaton Norris, Manch, Corn Merchant. Dec 23. Asst. Reg Jan 12.
Poole, John, Nottingham, Beerseller. Jan 4. Conv. Reg Jan 12.
Ramage, Edgar Robt, Upper Thames-st, Wine Cooper. Dec 29. Asst. Reg Jan 12.
Rogers, Eliz, Lpool, Victualler. Dec 14. Comp. Reg Jan 9.
Royde, Geo, Hulme, Manch, Grocer. Dec 17. Asst. Reg Jan 11.
Silvester, Christopher, Hulme, Manch, Hosier. Dec 18. Asst. Reg Jan 11.
Simpson, Ralph, Bishop Auckland, Cabinet Maker. Dec 30. Conv. Reg Jan 12.
Todd, John, North Hylton, Durham, and Carr Brown, Bishopwearmouth, Shipbuilders. Dec 16. Conv. Reg Jan 9.
Walters, Thos, Warburton-sq, Hackney, Grocer. Dec 21. Comp. Reg Jan 8.
Weston, Wm, Newton-Harcourt, Leicester, Farmer. Dec 12. Conv. Reg Jan 8.

Bankrupts.

FRIDAY, Jan. 8, 1864.

To Surrender in London.

Allam, Jas, Fen Drayton, Cambridge, Grocer. Pet Jan 4. Jan 19 at 1. Emmett & Son, Bloomsbury-sq.
Burrage, Saml, sen, Golden-lane, St Luke's, Cheesemonger. Pet Jan 5. Jan 19 at 12. Holt & Mason, Quality-ct.
Clifford, Walter, Ware, Maltster. Pet Dec 29. Jan 19 at 2. Ashley & Tee, Frederick's-pl, Old Jewry.
Dominy, Geo, Liquorpond-st, Gray's-inn-rd, Merchant's Clerk. Pet Jan 7. Jan 19 at 1. Plimsaul, Gray's-inn.
Field, Wm Jabez, New-cross-rd, Surrey, Clerk. Pet Dec 31. Jan 19 at 2. Wills, Great Carter-lane.
Gladwell, Wm, Eastwood, Essex, Farmer. Pet Jan 2. Jan 19 at 3. Mardon, Newgate-st.
Grundy, Thos, St Martin's-lane, Bootmaker. Pet Jan 4. Jan 25 at 1. Chidley, Old Jewry.
Holt, Thos, Edward-st, Blackfriars, Iron Bedstead Manufacturer. Pet Jan 6. Jan 25 at 2. Abbott, St Mark-st.
Jacobs, Frdc Isaac, Leadenhall-st, Ship Broker. Pet Jan 4. Jan 26 at 11. Lewis, Gray's-inn.
Jadis, Hy Fenton, Upper Norwood, Comptroller of Corn Returns. Pet Jan 5. Jan 19 at 12. Lewis & Lewis, Ely-pl.
Jelley, John, Waltham-cross, Grocer. Pet Jan 4. Jan 25 at 2. Dean, New Broad-st.
Justins, John, Reading, Undertaker. Pet Jan 4. Jan 19 at 2. Doyle, Gray's-inn.
Kent, Edwd, Colt-lane, Bethnal-green, Timber Merchant. Pet Jan 5. Jan 19 at 3. Wells, Moorgate-st.
Leggett, Stephen, Whitstable, Farmer. Pet Jan 2. Jan 19 at 2. Doyle, Gray's-inn, and Delasaux, Canterbury.
Lock, Geo Wm, Commercial-pl, Commercial-rd East, Stevedore. Pet Jan 4. Jan 26 at 11. Pope, Austin Friars.
Lockwood, Hawes Wm, New-rd, Whitechapel, Tailor. Pet Jan 6. Jan 26 at 11. Marshall & Son, Hatton-garden.
Mounsey, Thos, Lavender-rd, Battersea, Grocer. Pet Jan 6. Jan 19 at 12. Chipperfield, Trinity-st, Walworth.
Parker, Arthur, Grenada-ter, Commercial-rd East, Cheesemonger. Pet Jan 5. Jan 23 at 1 Hill, Basinghall-st.
Pierce, Hy Hines, Tonbridge, Grocer. Pet Jan 4. Jan 23 at 12. Keighly & Bull, Basinghall-st.
Rochefort, Louis, Crown-st, Finsbury, Picture Frame Maker. Pet Dec 24. Jan 13 at 1. Roberts & Vaughan, Bucklersbury.
Ward, Hy Wm, jun, Seething-lane, London, Appraiser. Pet Jan 4. Jan 23 at 1. Chidley, Old Jewry.
Yarlett, Geo, Reading, Boot Maker. Pet Jan 4. Jan 26 at 11. Doyle, Gray's-inn.

To Surrender in the Country.

Baillie, Alex, Cheltenham, Gent. Pet Jan 5. Bristol, Jan 22 at 11. Matthews, Gloucester, and Abbot & Co, Bristol.
Britten, Jane, Heworth, nr York, Victualler. Pet Jan 2. York, Jan 20 at 11. Mason, York.
Brown, Joseph, Maryport, Cumberland, Cabinet Maker. Pet Jan 4. Cockermouth, Jan 16 at 3. Ramsay, Cockermouth.
Carder, Wm, Cinder-hill, Nottingham, Labourer. Pet Jan 1. Nottingham, Jan 27 at 11. Dawson, Nottingham.
Church, John, Weston Subedge, Gloucester, Brickmaker. Pet Jan 2. Evesham, Jan 21 at 11. Garrard, Evesham.
Coles, John, Newport, Monmouth, Hair Dresser. Pet Dec 31. Newport, Jan 26 at 10. Wilcocks, Newport.
Darby, Thos, & Edwin Darby, Birm, Iron Bedstead Makers. Pet Jan 6. Birm, Jan 25 at 12. Parry, Birm.
Wood, Wm Edwards, & Jas Yates Greenwood, Tamworth, Brickmakers. Pet Dec 24. Birm, Jan 22 at 12. Hodgson & Son, Birm, and Wilson & Co, Sheffield.
Fox, John, Sandbach, Chester, Painter and Glazier. Pet Jan 6. Congleton, Jan 23 at 4. Welch & Burditt, Sandbach.
Gallon, Hy, Brompton, Kent, Tailor. Pet Jan 4. Rochester, Jan 20 at 12. Hayward, Rochester.
Goddard, Jas, Kessingland, Suffolk, Grocer. Pet Jan 9. Lowestoft, Jan 19 at 11. Chamberlin & Archer, Lowestoft.
Gray, Jas, Hednesford, Stafford, Farmer. Pet. Walsall, Jan 20 at 12. Sheldon, Wednesbury.
Gutteridge, Chas, Stamfordham, Northumberland, Brewer. Adj Dec 17. Newcastle-upon-Tyne, Jan 21 at 12. Hoyle, Newcastle-upon-Tyne.
Hadley, Moses, Birm, Engine Fitter. Pet Jan 5. Birm, Feb 6 at 10, Duke, Birm.

Handley, John, Whittle, Bury, Farmer. Pet Jan 5. Bury, Jan 26 at 11. Greatrex, Stafford.

Hay, John, Walton-le-Dale, nr Preston, Cattle Dealer. Adj Dec 17. Manch, Jan 20 at 12. Gardner, Manch.

Jenkins, Thos, Duffrin Castell, Aberystwith, Farmer. Pet Jan 6. Bristol, Jan 22 at 11. Attwood & Rowe, Aberystwith, and Brittan & Sons, Bristol.

Jowett, Joseph, Bradford, Worsted Spinner. Pet Jan 7. Leeds, Jan 28 at 11. Wood & Killick, Bradford, and Bond & Barwick, Leeds.

Lawrence, John Hy, Birm, Dealer in Leather. Pet Jan 4. Birm, Jan 22 at 12. James & Griffin, Birm.

Leigh, Wm, Warrington, Grocer. Pet Jan 4. Manch, Jan 18 at 11. Grundy, Manch.

Lewis, Jas, Garway, Hereford, Miller. Pet Jan 5. Bristol, Jan 22 at 11. Atchley, Bristol.

Lewry, Hy, Mithurst, nr Horsham, Higgler. Pet Dec 31. Horsham, Jan Jan 21 at 1. Goodman, Brighton.

Lindon, Richd Williams, Sandbach, Chester, Auctioneer. Pet Jan 5. Congleton Jan 23 at 4. Welch & Burditt, Sandbach.

Little, John Henderson, Newcastle-upon Tyne, Plumber. Pet Jan 4. Newcastle-upon-Tyne, Jan 22 at 12. Joel, Newcastle-upon-Tyne.

Mackrow, Fredk Joseph, Brighton, Draper. Pet Jan 6. Brighton, Jan 20 at 11. Goodman, Brighton.

Marlow, Thos, Rugby, China Dealer. Pet Jan 4. Rugby, Jan 19 at 11. Eatlin, Nuneaton.

Marsden, Moses, Royton, nr Oldham, Yeast Dealer. Pet Jan 5. Manch, Jan 19 at 11. Andrew, Manch.

Mason, Wm, Norwich, Ironfounder. Pet Jan 4. Norwich, Jan 25 at 11. Miller, Norwich.

Perkins, Geo Hy Snow, Plymouth, Newsagent. Pet Jan 2. East Stonehouse, Jan 21 at 11. Fowler, Plymouth.

Potts, Hy, Derby, Beerseller. Pet Jan 5. Derby, Jan 21 at 12. Leech, Derby.

Richards, Hy, Roath, Glamorgan, Bailiff's Assistant. Pet Jan 6. Cardiff, Jan 26 at 11. Ingledew, Cardiff.

Savory, Robt, Hereford, Plumber. Pet Dec 31. Birm, Jan 18 at 12, Bolenham & Co, Hereford, and Hodgson & Son, Birm.

Scrivener, Thos, & Robt Lees, Dovercourt, Painters. Pet Dec 21. Harwich, Jan 21 at 10. Jones, Colchester.

Smith, John, Manch and Reddish, Woollen Cloth Merchant. Pet Jan 4 Manch, Jan 20 at 12. Storer, Manch.

Soulsby, John, Bedlington, Northumberland, Tailor. Adj Dec 17. Morpeth, Jan 18 at 6. Swan, Morpeth.

Spurge, Richd Martyr, Cambridge, Dealer in Hides. Pet Jan 4. Cambridge, Jan 18 at 12. Whitehead & French, Cambridge.

Strong, Jas, Trydden, Flint, Mining Engineer. Pet Jan 5. Wrexham, Jan 20 at 1. Jones, Wrexham.

Tallon, Jas, Sizergh Fell Side, nr Kendall, Blacksmith. Pet Jan 2. Kendal, Jan 20 at 10. Thompson, Kendal.

Tooth, Edwd, Tonbridge, Bootmaker. Pet Jan 5. Jan 21 at 11. Rogers, Tonbridge.

Walsh, Maud, Church, Lancaster, Draper. Pet Jan 6. Manch, Jan 25 at 11. Eltoft, Manch.

TUESDAY, Jan. 12, 1864.

To Surrender in London.

Absdell, John Talbot, Waltham Chase, Bishop's Waltham, Brickmaker. Pet Dec 28. Jan 23 at 12. Treherne & White, Bucklersbury, and Wallis, Portsmouth.

Archer, Jas, Brandon-rd, King's Cross, Blood Drier. Pet Jan 7. Jan 26 at 11. Mote, Bucklersbury.

Bailey, Owen, Grove-st, Camden Town, Printseller. Pet Jan 7. Jan 26 at 12. Terry, King-st, Cheapside.

Baker, Robt Rowlandson, Grafton-crescent, Kentish Town, Heraldic Engraver. Pet Jan 7. Jan 26 at 12. Wyatt, Harpur-st.

Bannister, John Edwd, Coomb's-st, City-rd, Printer. Pet Jan 8. Jan 26 at 11. Holt & Mason, Quality-ct.

Blockey, Joseph Huuston, Manor-st, Clapham, Commission Agent. Pet Jan 6. Jan 26 at 11. Pearse, Gt Winchester-st.

Brown, Wm, Gt Suffolk-st, Southwark, Baker. Pet Jan 7. Jan 26 at 11. Hilleary, Fenchurch-bldgs.

Clark, Richd, Canterbury, Builder. Pet Dec 21. Jan 26 at 1. Aldridge.

Coppinger, Septimus, Epsom, Tailor. Pet Jan 7. Jan 26 at 12. White, Russell-sq.

Faithorn, John, Bridge-st, Bermondsey, Cooper. Pet Jan 6 (for pau). Jan 26 at 11. Aldridge.

Freer, John Hy, Newick. Sussex, Surgeon. Pet Jan 5. Jan 26 at 12. Read & Phelps, Gresham-st, and Sale & Co, Manch.

Harris, Thos, Oxford, Builder. Pet Jan 8. Jan 25 at 2. Marshall, Hatton-garden.

Hebdon, Wm, & Andrew J Sullivan, Regent's-row, Dalston, Crinoline Manufacturers. Pet Dec 30. Jan 26 at 12. Sole & Co, Aldermanbury.

Hills, Chas Booth, Barnett-st, Bethnal-green, Cheesemonger. Pet Jan 8. Jan 26 at 12. Marshall & Son, Hatton-garden.

Hubbard, Jas Margatroyde, Norwich, Brewer. Pet Dec 14. Jan 26 at 12. Jay, Bucklersbury, for Jay & Pilgrim, Norwich.

Johnson, Jas, Shaftesbury-st, Hoxton, Plasterer. Pet Jan 7. Jan 26 at 12. Hope, Ely-pl.

Leech, John Angell, Upper-st, Islington, Draper. Pet Jan 6. Jan 26 at 1. Jones, Sise-lane.

Mugford, Wm Thos, Prince of Wales'-rd, Camden-town, Leather Dealer. Pet Jan 8. Jan 26 at 12. Matthews & Co, Leadenhall-st.

Nichols, John, George st, Greenwich; Draper. Pet Jan 9. Jan 25 at 2. Hill, Basinghall-st.

Pomery, Jas Robt Mariarty, Freemantle, nr Southampton, Surgeon. Adj Dec 17. Jan 23 at 1. Aldridge

Smith, Thos, Brook-st, Holborn, Victualler. Pet Jan 8. Jan 23 at 12. Buchanan, Basinghall-st.

Stanton, Hy, Charterhouse-st, Commercial Traveller. Pet Jan 8. Jan 23 at 11. Pook, Basinghall-st.

Taylor, Jas, North-st, Lisson-grove, Eating-house-keeper. Pet Jan 9. Jan 26 at 12. Rodwell, Connaught-ter.

Wright, Fredk, Heigham, Painter. Pet Jan 8. Jan 26 at 12. Treherne & White, Barge-yard-chambers, for Emerson, Norwich.

To Surrender in the Country.

Atkinson, Thos, Owthorne, York, Farmer. Pet Jan 9. Hedon, Jan 18 at 12. Bell & Leak.

Bentham, Joseph, Bradford, Commission Agent. Pet Dec 29. Leeds Jan 25 at 10. Rawson & Co, Bradford, and Bond & Barwick, Leeds.

Berrisford, Joseph, Fenton, Stoke-upon-Trent, Beerseller. Pet Jan 4. Stoke-upon-Trent, Jan 23 at 11. Tennant, Hanley.

Bird, John, Hoyland, nr Barnsley, Collier. Pet Jan 8. Barnsley, Jan 25 at 12. Mason, York.

Bretherton, Thos, Stockport-rd, Manch, Plumber. Pet Jan 9. Manch, Jan 26 at 12. Bennett, Manch.

Chatham, Robt, Lpool, Carver. Pet Jan 7. Lpool, Jan 26 at 3. Henry, Lpool.

Cross, Copplestone, St Merryn, nr Padstow, Gent. Pet Jan 9. Exeter, Jan 27 at 11. Daw & Son, Exeter.

Dunstan, Wm Roe, Northwich and Leftwich, Chester, Attorney-at-Law. Pet Jan 4. Lpool, Jan 20 at 11. Evans & Co, Lpool.

Eastwood, Wm, Fairfield, nr Lpool, Builder. Pet Dec 28. Lpool, Jan 26 at 11. Morecroft, Lpool.

Easterbrook, Wm Bolt, Devonport, Butcher. Pet Jan 7. East Stonehouse, Jan 25 at 11. Bridgman, Plymouth.

Eatough, Richd, Kirkham, Lancaster, Corn Merchant. Pet Jan 8. Lpool, Jan 25 at 11. Plant, Preston.

Fearon, Isaac, Braithwaite, nr Keswick, Farmer. Pet Jan 8. Newcastle-upon-Tyne, Jan 25 at 12. Watson, Newcastle-upon-Tyne.

Glendinning, Adam, & Geo Duncan, Lpool, Machinists. Pet Jan 9. Lpool, Jan 28 at 11. Holden, Lpool.

Grand, Geo Wm, Norwich. Pet Jan 9. Norwich, Jan 29 at 11. Sadd, Norwich.

Griffiths, Jas Arundel, Chorlton-upon-Medlock, Manch, Commercial Traveller. Pet Jan 9. Manch, Jan 25 at 9.30. Lamb, Manch.

Hember, Edwin, jun, Bristol, Innkeeper. Pet Jan 8. Bristol, Jan 23 at 12. Benson.

Howarth, Peter, Macclesfield, Boot Maker. Pet Jan 8. Macclesfield, Jan 25 at 11. Barclay, Macclesfield.

Hoyes, Chas, Lincoln, Cordwainer. Pet Jan 7. Lincoln, Jan 21 at 11. Brown & Son, Lincoln.

Hunt, Booz, Harley, Berks, Blacksmith. Pet Jon 8. Henley-on-Thames, Jan 23 at 3. Spicer, Gt Marlow.

Jenkinson, Reuben, Rotherham, Warehouseman. Pet Jan 6. Rotherham, Jan 27 at 1. Whitfield, Rotherham.

Milkinson, Edwd, Laughterton, Lincoln, Baker. Pet Jan 5. Gainsborough, Jan 21 at 11. Brown & Son, Lincoln.

McEvoy, Jas, Manch, Accountant. Pet Jan 8. Manch, Jan 27 at 11. Ambler, Manch.

Mitchell, Alfred Jas, Landport, Hants, Butcher. Pet Jan 6. Portsmouth, Jan 23 at 11. Paffard, Portsea.

Nobbs, Jeremiah, Yelverton, Norfolk, Butcher. Pet Jan 9. Norwich, Jan 29 at 11. Emerson, Norwich.

Pollard, Joseph, Queensbury, Halifax, Innkeeper. Pet Jan 7. Halifax, Jan 25 at 10. Holroyd, Halifax.

Quinn, Joseph, Lpool, Egg Dealer. Pet Jan 2. Lpool, Jan 25 at 11. Neal & Martin, Lpool.

Roberts, Hy Oxlex, Thurlstone, York, Corn Miller. Pet Jan 6. Leeds, Jan 28 at 11. Hamer, Barnsley, and Bond & Barwick, Leeds.

Ropor, Benj, Stockton-on-Tees, Builder. Pet Dec 31. Stockton-on-Tees, Jan 20 at 3. Griffin, Middlesborough.

Smith, John, Leeds, Grocer. Pet Jan 8. Leeds, Jan 25 at 10. Hasle, Leeds.

Smoothy, John, Clare, Suffolk, Vestry Clerk. Pet Jan 4. Haverill, Jan 22 at 3. Sams, Clare.

Stone, Robt, Nettlebed, Oxfordshire, Chair Turner. Pet Jan 7. Henley-on-Thames, Jan 23 at 3. Marshall & Son, Hatton-garden.

Talbot, Edwd, & Richd John Lewis, Milton-next-Gravesend, Tobacconists. Pet Jan 6. Gravesend, Jan 22 at 11. Sharland, Gravesend.

Warren, John, Brinton, Hants, out of business. Pet Jan 5. Petersfield, Jan 22 at 10. White, Guildford.

Waddington, Wm, Hulme, Lancaster, Professor of Music. Pet Jan 8. Salford, Jan 23 at 9.30. Eltoft, Manch.

Ward, Edwd, Trefreda, Cornwall, Farmer. Pet Jan 5. Camelford, Jan 30 at 10. King, Camelford.

Wildin, Joseph, Stoke, Stafford, Provision Dealer. Pet Jan 4. Stoke-upon-Trent, Jan 23 at 11. Tennant, Hanley.

BANKRUPTCIES ANNULLED.

FRIDAY, Jan. 8, 1864.

Crockford, Fredk, St James-st, Eating-house Keeper. Jan 7.

Hall, Fredk, & Wm Hall, Chester-st, Kennington, Auctioneers. Dec 22.

TUESDAY, Jan. 12, 1864.

King, Young, Stockbridge, Hants, Trainer of Race Horses. Jan 8.

Wing, Chas, Greenwich, Corn Dealer. Dec 21.

ESTATE EXCHANGE REPORT.

AT THE MART.

Jan. 7.—By Mr. MARSH.

Leasehold, two residences, Nos. 1 & 2, Leighton-villa, De Beauvoir-town.—Sold for £485.

Jan. 8.—By Mr. MURRELL.

Leasehold residence, No. 3, Fitzroy-road, Regent's Park-gardens.—Sold for £1,030.

By Mr. FRANK LEWIS.

Leasehold, The Rose and Crown Wine and Spirit Establishment, No. 62, Tottenham-court-road.—Sold for £800.

Absolute reversion to one-half of £1,501 5s. 1d., Three per Cent. Reduced, receivable on the decease of a gentleman, now in his 74th year.—Sold for £450.

Jan. 12.—By Messrs. DEBENHAM & TEWSON.

Leasehold houses and shops, Nos. 1 to 4, Merced on-place, Goldsmith's-row, N.E.—Sold for £370.

Leasehold houses, Nos. 20 & 21, Wellington-street, Blackfriars-road.—Sold for £115.

Leasehold house, No. 30, Richardson-street, Long-lane, Bermondsey.—Sold for £15.

Leasehold house, No. 12, Mead-row, Lambeth.—Sold for £120.

By Messrs. COOK & IZARD.

Freehold house, shop, and premises, situate in High-street, Bluetown, Sheerness.—Sold for £875.